



**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, OCTOBER 23, 2017  
6:30 PM**

**AGENDA**

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
  - A. Minutes
    1. October 9, 2017 City Council Meeting Minutes
    2. October 9, 2017 City Council Workshop Meeting Minutes
  - B. Additional Claims for October 2017
  - C. Monthly Reports
    1. Administrators Report
    2. Carver County Sheriff's Department Report
    3. Fire Department Report
    4. City Engineers Report
    5. Public Works Department Report
- 6. Reports and Recommendations of City Department, Consultants, Commissions and Committees**
  - A. City Council Reports
  - B. Administrative
    1. Assessment Agreement – Carver County – Resolution 10-23-17-37
    2. Resolution 10-23-17-38 Providing for the issuance and sale of \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A and Pledging for the Security thereof net Revenues
  - C. City Engineer
    1. Comprehensive Plan - Quote
    2. Capital Improvement Plan – Water Treatment Facility
- 7. Other Business**
- 8. Upcoming Meetings & Events**

October 24, 2017 - EDA Meeting at City Hall at 6:30 p.m.

October 30, 2017 – Trail Clean Up Event – Park and Recreation Commission at 5:30 p.m.

**9. For Your Information**

**10. Adjournment**

## MAYER CITY COUNCIL MEETING MINUTES – OCTOBER 9, 2017

Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

PRESENT: Mayor Dodge, Council Members Butterfield, Boder, McNeilly, and Stieve-McPadden

ABSENT: None

STAFF: Interim City Administrator McCallum, Public Works Kuntz, and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Randy Yarke, Gina Yarke, Rich Hirstein, Allan Roth, Ryan Marchini, Sarah Marchini, Katie Reese, and MLHS student Mathew Menth.

The meeting was opened with the Pledge of Allegiance.

### APPROVE AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Stieve-McPadden to approve the agenda as presented. Motion Carried 5/0

### PUBLIC COMMENT

None

### APPROVE CONSENT AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Butterfield to approve the Consent Agenda. Motion Carried 5/0.

1. Approve the Minutes of the September 20, 2017 Council Budget Workshop Meeting.
2. Approve the Minutes of the September 25, 2017 Regular Council Meeting.
3. Approve the Minutes of the September 25, 2017 Council Workshop Meeting.
4. Approve the Minutes of the September 5, 2017 Planning Commission Meeting.
5. Approve Claims for the End of Month of September 2017.
6. Approve Claims for October 2017.
7. Approve Mayer Lutheran High School Temporary Liquor License – December 1, 2017.

### COUNCIL REPORTS

- Mayor Dodge reported that he attended a Fire Department meeting and the new PERA increases and the fall Fish Fry on October 22<sup>nd</sup>, 2017 were discussed.

### CITY ADMINISTRATOR

1. **Discussion on Republic Services Contract** –Rich Hirstein, Republic Services Representative, reviewed the City's waste removal contract with the Council. The City's contract formerly with Elite Waste Disposal needed to be amended. Mr. Hirstein stated that no major changes to the contract are needed, only the language changing Elite Waste Disposal to Republic Services.

The Council also addressed resident concerns about billing and the lack of communication from Republic Services to the residents. Council asked if he would share the top calls received from residents. Mr. Hirstein said that he mostly received calls about recycling, and some billing calls that he was able to resolve and that he is working hard to resolve any issue with the residents of Mayer. Some Council Members relayed concerns from residents about rate increases and that no communication was passed on to the residents. Mr. Hirstein stated that these rate increases were mandatory and that Republic Services does not send notices when it is a State or Federal mandated increase.

2. **Approve Request to Waive Sewer Fees and Late Fees** – Randy and Gina Yarke, property owner at 2626 Rocky Meadow Lane met with Council and requested that the City waive late fees and some of the sewer fees for utility bill for the months of July 2017. The property owner had an issue with their outside water spigot which caused excessive water use of 86,000 gallons. They were charged for both water and sewer usage because they do not have the second irrigation meter. The charges for the month of July are \$1,439.72. A MOTION to Approve the Request to Waive Late Fees in the amount of \$144.00 and to waive some of the Sewer Fees was made by Council Member Boder and seconded by Council Member McNeilly. Motion Carried 5/0.  
Council asked Staff to provide figures for their sewer fees. Council suggested the Yarke’s purchase an irrigation meter from the City to avoid excessive sewer charges in the future.
3. **Approve Agreement with Property Owners of 2482 Deerwoods Court** – At the September 25, 2017 Council Workshop, the City Council met with the property owners of 2482 Deerwoods Court regarding their utility bill related to an irrigation meter issue. The Council agreed and proposed to lower their utility bill based on an average summer usage since 2011. The agreed amount was \$997.05. A MOTION was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden to Approve Agreement with Property Owners of 2482 Deerwoods Court to Adjust Utility Bill to \$997.05. Motion Carried 5/0
4. **Discussion on Third Quarter Budget Review** – City Administrator presented the Council with an update on the Third Quarter Budget Review. Council appreciated the quarterly review and encouraged Staff to continue the quarterly updates.
5. **Approve Request to Seek Proposals for City Attorney** –At the September 25, 2017 Council Workshop, there was a request to review the current City Attorney’s Contract and expenses for 2017. There were concerns about going over budget for 2017. A request to go out for proposals for City Attorney was discussed. A MOTION to Approve Request to Seek Proposals for City Attorney was made by Council Member Boder and seconded by Council Member Butterfield. Motion Carried 5/0
6. **Approval of Resolution 9-25-17-35 2018 Police Contract** - City of Mayer contracts with Carver County for police services and every year the City enters into a contract with the County. Commander Paul Tschida asked for a motion to approve the 2018 Police Contract. After some discussion, Commander Tschida clarified questions from the Council about code enforcement. Commander Tschida stated that Dog code violations would be handled by a CSO and the City is responsible for the enforcement of zoning violations. Council requested additional speed and crosswalk enforcement on Hwy 25 and Hidden Creek Blvd. A MOTION was made by Council Member Butterfield and seconded by McNeilly to Approve Resolution 9-25-17-35 2018 Police Contract. Motion carried 5/0.

Council asked Commander Tschida for an update on Deputy Sheriff Stahlke. Commander Tschida stated that Deputy Stahlke’s surgery went well and he will be returning to work next week.

**PUBLIC WORKS**

1. **Approve Crack Sealing Repairs** – City Staff is requesting approval to crack seal repairs needed for 2017. City Staff acquired two proposals:

Bargen Incorporated	M.R. Paving
Crack Sealing \$11,632	Crack Sealing \$13,000
Nuvo Gap \$2,880	Nuvo Gap \$3,300
Total Price \$14,512.00	Total Price \$16,300

A MOTION to Approve Crack Sealing Repairs and accept the Bid from Bargaen Incorporated in the amount of \$14,512.00 was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 5/0

2. **Approve Inspection of Well #2** – The inspection of well #2 needs to be completed every 5 years and Staff requested approval for the inspection of well #2. Well #2 is the City’s primary well and it is very important to keep it operating at its highest potential. Staff acquired two proposals and recommended hiring Thein Well.

Thein Well  
Pull and Inspect \$4,000  
Televise Well \$1,400  
Total Price \$5,400

McCarthy Well Company  
Pull and Inspect \$5,820  
Televise Well: No price  
Total Price \$5,820

A MOTION to Approve Inspection of Well #2 and accept the bid from Thein Well in the amount of \$5,400 was made by Council Member Boder and seconded by Council Member McNeilly. Motion carried 5/0

### PLANNING AND ZONNING

1. **Approval of Resolution 9-25-17-36 Site and Building Plan Relocation for Old Public Works Building**  
Council reviewed Staff report on the relocation of the Public Works building located at Old School House Park to 323 Shimmcor Street. Planning and Zoning Staff requests a site and building plan approval for the old Public Works building currently located at Old School House Park.

A MOTION to Approve Resolution 9-25-17-36 Site and Building Plan Relocation for Old Public Works Building was made by Council Member McNeilly and seconded by Council Member Steive-McPadden. Motion carried 5/0

Further clarification was made by Mayor Dodge that this will be brought back with costs and that the motion does not give the go ahead to move the Old Public Works building.

### FIRE DEPARTMENT

1. **Approval of 2018 Fire Contracts** – A MOTION to Approve the 2018 Fire Contracts with Townships was made by Council Member Steive-McPadden and seconded by Council Member Butterfield. Motion carried 5/0

### OTHER BUSINESS

- None

### FOR YOUR INFORMATION

- Letter from resident – A complaint was received by the City regarding vehicles parked on the grass.
- Code enforcement of residents parking vehicles on the grass. Council asked Staff to contact Planning and Zoning Commission. Council would like to address changing the code as a future Work Session.

### ADJOURN

There being no further business, a MOTION was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden to adjourn the meeting at 8:07 p.m. Motion Carried 5/0

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy City Clerk

DRAFT

MAYER CITY COUNCIL WORK SESSION MINUTES – OCTOBER 9, 2017

Call Work Session to order at 7:11 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Boder, Butterfield, McNeilly, and Stieve-McPadden

ABSENT:

STAFF: City Administrator McCallum, Public Works Kuntz, and Deputy Clerk Gildemeister

ALSO PRESENT: Sara & Ryan Marchini, Katie Rease, Allan Roth

1. **Discussion on Community Center Rates:** Sarah Marchini and Katie Rease who are members of a local home-school co-op met in front of the Council to request the use of the Community Center for their Home-school Co-op. They would like to meet twice a month and have requested to use the Community Center at a reduced fee. Council asked Staff to help them to put together a proposal which is to include their proposed fee to be considered at a future Council Meeting.
2. **Presentation on Employee Benefits from AT Group:** Allan Roth of AT Group introduced himself to the Council. He represents an insurance broker who specializes in small group health insurance. AT Group works with employers to build a policy that fits the needs of the City and its employees. Mr. Roth presented to the Council, a health insurance benchmark study that compares surrounding community's health care benefits for its employees. The Council addressed the need to increase the City's contribution to retain employees and stated the current proposed budget includes a 30% for 2018 (\$600.00 to \$800.00) and would continue to consider and increase for 2019.
3. **Discussion on City Website Improvement:** City Administrator McCallum discussed the need to update the City of Mayer's website. The Council all agreed that the City's website could have an over-all better look and be more user friendly so residents can locate information easier. Council approved for Staff to move forward with the website improvements.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 9:11 p.m.

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Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy City Clerk

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\*Claim Register©

10/23/17PAY

October 2017

Claim Type	Direct				
Claim#	332	AME ELECTRIC INC			
Cash Payment	E 100-42260-400	Repairs & Maint Cont	HALOGEN LAMP FOR FD		\$38.34
	Invoice	3608			
Transaction Date	10/18/2017		Security Bank	10100	<b>Total</b> \$38.34
Claim Type	Direct				
Claim#	324	BOLTON MENK INC			
Cash Payment	G 800-20202	Hidden Creek	HIDDEN CREEK 6TH ADD		\$78.00
	Invoice	0208689			
Cash Payment	E 100-41000-303	Engineering Fees	MISC ENGINEERING		\$5,466.50
	Invoice	0208694			
Cash Payment	G 800-20201	Coldwater Crossing	COLDWATER CROSSING 7TH ADD		\$2,210.00
	Invoice	0208697			
Cash Payment	G 800-20202	Hidden Creek	HIDDEN CREEK 7TH ADD		\$1,697.00
	Invoice	0208699			
Cash Payment	G 800-20202	Hidden Creek	HIDDEN CREEK 7TH ADD		\$7,440.00
	Invoice	0206415			
Cash Payment	E 100-41000-303	Engineering Fees	2017 DEVEL REVIEW		\$624.00
	Invoice	0206401			
Cash Payment	E 100-41000-303	Engineering Fees	MISC ENGINEERING		\$2,122.00
	Invoice	0206409			
Cash Payment	G 800-20201	Coldwater Crossing	COLDWATER CROSSING 7TH ADD		\$1,284.00
	Invoice	0206410			
Cash Payment	G 800-20202	Hidden Creek	HIDDEN CREEK 7TH ADD		\$78.00
	Invoice	0206413			
Transaction Date	10/17/2017		Security Bank	10100	<b>Total</b> \$20,999.50
Claim Type	Direct				
Claim#	349	CARVER COUNTY			
Cash Payment	E 100-41550-300	Professional Srvs	2017 ASSESSMENT CONTRACT RENEWAL		\$12,992.50
	Invoice	48156			
Transaction Date	10/18/2017		Security Bank	10100	<b>Total</b> \$12,992.50
Claim Type	Direct				
Claim#	342	CENTERPOINT ENERGY	Ck# 004697E 10/27/2017		
Cash Payment	E 620-49410-383	Gas Utilities	WTP		\$22.50
	Invoice				
Transaction Date	10/18/2017		Security Bank	10100	<b>Total</b> \$22.50
Claim Type	Direct				
Claim#	343	CENTERPOINT ENERGY	Ck# 004698E 10/27/2017		
Cash Payment	E 100-41940-383	Gas Utilities	CITY HALL		\$49.65
	Invoice				
Transaction Date	10/18/2017		Security Bank	10100	<b>Total</b> \$49.65
Claim Type	Direct				
Claim#	344	CENTERPOINT ENERGY	Ck# 004699E 10/27/2017		
Cash Payment	E 100-43700-383	Gas Utilities	P/W		\$15.00
	Invoice				
Transaction Date	10/18/2017		Security Bank	10100	<b>Total</b> \$15.00
Claim Type	Direct				
Claim#	345	CENTERPOINT ENERGY	Ck# 004700E 10/27/2017		

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Cash Payment	E 100-42280-383 Gas Utilities	FD			\$23.37
	Invoice				
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$23.37
<b>Claim Type</b>	<b>Direct</b>				
Claim#	346 CENTERPOINT ENERGY	Ck# 004701E	10/27/2017		
Cash Payment	E 640-49480-383 Gas Utilities	WWTF			\$44.11
	Invoice				
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$44.11
<b>Claim Type</b>	<b>Direct</b>				
Claim#	331 CULLIGAN - METRO				
Cash Payment	E 100-42280-400 Repairs & Maint Cont	OCTOBER 2017 STATEMENT			\$69.10
	Invoice				
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$69.10
<b>Claim Type</b>	<b>Direct</b>				
Claim#	337 DAWN CLEMENSEN				
Cash Payment	E 100-41940-300 Professional Svcs	SEPTEMBER 2017 STATEMENT			\$375.00
	Invoice 10-1-2017				
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$375.00
<b>Claim Type</b>	<b>Direct</b>				
Claim#	350 EHLERS & ASSOCIATES INC				
Cash Payment	E 100-41000-301 Auditing and Acct g Servic	CONTINUING DISCLOSURE FEE, AUDITOR FEE			\$3,175.00
	Invoice 74900				
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$3,175.00
<b>Claim Type</b>	<b>Direct</b>				
Claim#	328 EMERGENCY RESPONSE SOLUTI				
Cash Payment	E 100-42260-580 New Equipment	INSTALLATION OF UPGRADE KITS			\$5,729.87
	Invoice 9521				
Cash Payment	E 100-42260-580 New Equipment	4PT C HARNESS			\$276.07
	Invoice 9512				
Transaction Date	10/17/2017	Security Bank	10100	<b>Total</b>	\$6,005.94
<b>Claim Type</b>	<b>Direct</b>				
Claim#	336 FREMONT INDUSTRIES, INC				
Cash Payment	E 640-49480-216 Chemicals and Chem Prod	COAGULANT WWTF			\$972.00
	Invoice 2017-06420-00				
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$972.00
<b>Claim Type</b>	<b>Direct</b>				
Claim#	334 GREATER MN COMMUNICATIONS				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	FINANCE CHARGE			\$2.57
	Invoice 2083				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	BALANCE FORWARDED			\$18.64
	Invoice				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	FINANCE CHARGE			\$2.61
	Invoice 2134				
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$23.82
<b>Claim Type</b>	<b>Direct</b>				
Claim#	335 HERALD JOURNAL PUBLISHING IN				

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**\*Claim Register©**

10/23/17PAY

October 2017

Cash Payment Invoice	E 100-41000-340 Advertising	MAYER-NEW GERMANY GUIDE 1/8			\$189.00
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	<b>\$189.00</b>

**Claim Type Direct**

Claim#	326	MAETZOLD HOMES INC			
Cash Payment Invoice 3590	E 620-49435-400	Repairs & Maint Cont	WELL HOUSE		\$600.00
Cash Payment Invoice 3591	E 100-42280-400	Repairs & Maint Cont	RE-SHINGLE WELL HOUSE & FIRE STATION		\$800.00
Transaction Date	10/17/2017	Security Bank	10100	<b>Total</b>	<b>\$1,400.00</b>

**Claim Type Direct**

Claim#	347	MAYER LUMBER CO INC			
Cash Payment Invoice 148109	E 100-43100-400	Repairs & Maint Cont	AA BATTERIES		\$11.99
Cash Payment Invoice 148255	E 100-42260-400	Repairs & Maint Cont	4 CLYCLE OIL, BUSHING		\$23.83
Cash Payment Invoice 148359	E 100-43100-400	Repairs & Maint Cont	FLODLGHT PHOTO CELL, 2' BALL		\$20.68
Cash Payment Invoice 148417	E 100-43100-400	Repairs & Maint Cont	PIPE & STRAPS		\$12.07
Cash Payment Invoice 148421	E 100-43100-400	Repairs & Maint Cont	SANI ELBOW, ADPTR, BUSHING		\$6.05
Cash Payment Invoice 148445	E 100-43100-400	Repairs & Maint Cont	ADPTRS,DWV ELBOW		\$13.10
Cash Payment Invoice 148459	E 100-43100-400	Repairs & Maint Cont	QUICK SET CEMEMNT		\$17.58
Cash Payment Invoice 148491	E 100-43100-400	Repairs & Maint Cont	ADPTR		\$3.58
Cash Payment Invoice 148630	E 100-43100-400	Repairs & Maint Cont	ADPTR, SLIP CAP DD SPRAYER, STEEL AUGER		\$169.52
Cash Payment Invoice 148727	E 100-43100-400	Repairs & Maint Cont	AA BATTERIES, LEATHER GLOVE		\$18.98
Cash Payment Invoice 148762	E 100-43100-400	Repairs & Maint Cont	ZINC PIN HINGE, DRAIN SPADE		\$35.57
Cash Payment Invoice 148895	E 100-43100-400	Repairs & Maint Cont	CLAMP		\$9.16
Cash Payment Invoice 148915	E 100-42260-400	Repairs & Maint Cont	C INDST BATTERY		\$78.48
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	<b>\$420.59</b>

**Claim Type Direct**

Claim#	339	MCLEOD COOP POWER ASSN	Ck# 004694E 10/28/2017		
Cash Payment Invoice	E 100-43160-381	Electric Utilities	CITY SIGN		\$34.41
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	<b>\$34.41</b>

**Claim Type Direct**

Claim#	340	MCLEOD COOP POWER ASSN	Ck# 004695E 10/28/2017		
Cash Payment Invoice	E 100-43160-381	Electric Utilities	STREETLIGHTS		\$684.50
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	<b>\$684.50</b>

**\*Claim Register©**

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Claim Type	Direct				
Claim#	338	MELCHERT HUBERT SJODIN, PLL			
Cash Payment	G 800-20201	Coldwater Crossing	REVIEW CWC 7TH ADD EMAIL FOR J. ANDERSON		\$231.00
	Invoice	134348			
Cash Payment	E 100-41000-304	Legal Fees	IMAGE RETRIEVAL CHARGES FOR CC LANDSHARK		\$25.00
	Invoice	134348			
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$256.00

Claim Type	Direct				
Claim#	333	MN RURAL WATER ASSN			
Cash Payment	E 620-49440-433	Dues and Subscriptions	OPTION B MEMBERSHIP RENEWAL FOR 2017		\$250.00
	Invoice				
Transaction Date	10/18/2017	Security Bank	10100	<b>Total</b>	\$250.00

Claim Type	Direct				
Claim#	330	MOBIL - EXXON/MOBIL			
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$45.96
	Invoice	XXX 375710			
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$58.54
	Invoice	XXX 375710			
Cash Payment	E 100-45000-212	Motor Fuels	PARKS		\$19.01
	Invoice	XXX 375710			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$17.31
	Invoice	XXX 375710			
Cash Payment	E 100-45000-212	Motor Fuels	PARKS		\$18.61
	Invoice	XXX 375710			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$35.93
	Invoice	XXX 375710			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$60.36
	Invoice	XXX 375710			
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$26.38
	Invoice	XXX 375710			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$42.56
	Invoice	XXX 375710			
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$44.50
	Invoice	XXX 375710			
Cash Payment	E 100-45000-212	Motor Fuels	PARKS		\$17.05
	Invoice	XXX 375710			
Cash Payment	E 100-45000-212	Motor Fuels	PARKS		\$13.21
	Invoice	XXX 375710			
Cash Payment	E 100-45000-212	Motor Fuels	PARKS		\$11.29
	Invoice	XXX 375710			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$27.42
	Invoice	XXX 375710			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$71.35
	Invoice	XXX 375710			
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$57.86
	Invoice	XXX 375710			
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$23.06
	Invoice	XXX 375710			

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Cash Payment E 100-43100-212 Motor Fuels P/W \$18.18  
 Invoice XXX 375710

Transaction Date 10/18/2017 Security Bank 10100 **Total** \$608.58

**Claim Type Direct**

Claim# 325 OLESON & HOBBIE ARCHITECTS

Cash Payment E 100-45000-500 Capital Outlay (GENERAL) PROFESSIONAL FEES FOR PARK SHELTER & RESTROOMS \$7,828.00  
 Invoice 17-020-1017

Transaction Date 10/17/2017 Security Bank 10100 **Total** \$7,828.00

**Claim Type Direct**

Claim# 327 SNAP ON TOOLS

Cash Payment E 100-42260-400 Repairs & Maint Cont STREAMLIGHT REPAIR \$99.00  
 Invoice 10031754743

Transaction Date 10/17/2017 Security Bank 10100 **Total** \$99.00

**Claim Type Direct**

Claim# 329 USA BLUE BOOK-HD SUPPLY MAI

Cash Payment E 620-49440-226 Fire Hydrant Supplies HYDRANT RELIEF VALVE \$1,257.74  
 Invoice 382673

Transaction Date 10/17/2017 Security Bank 10100 **Total** \$1,257.74

**Claim Type Direct**

Claim# 348 UTILITY CONSULTANTS, INC.

Cash Payment E 640-49480-385 Testing and Lab Services SAMPLES WWTF \$1,096.30  
 Invoice 96234

Transaction Date 10/18/2017 Security Bank 10100 **Total** \$1,096.30

**Claim Type Direct**

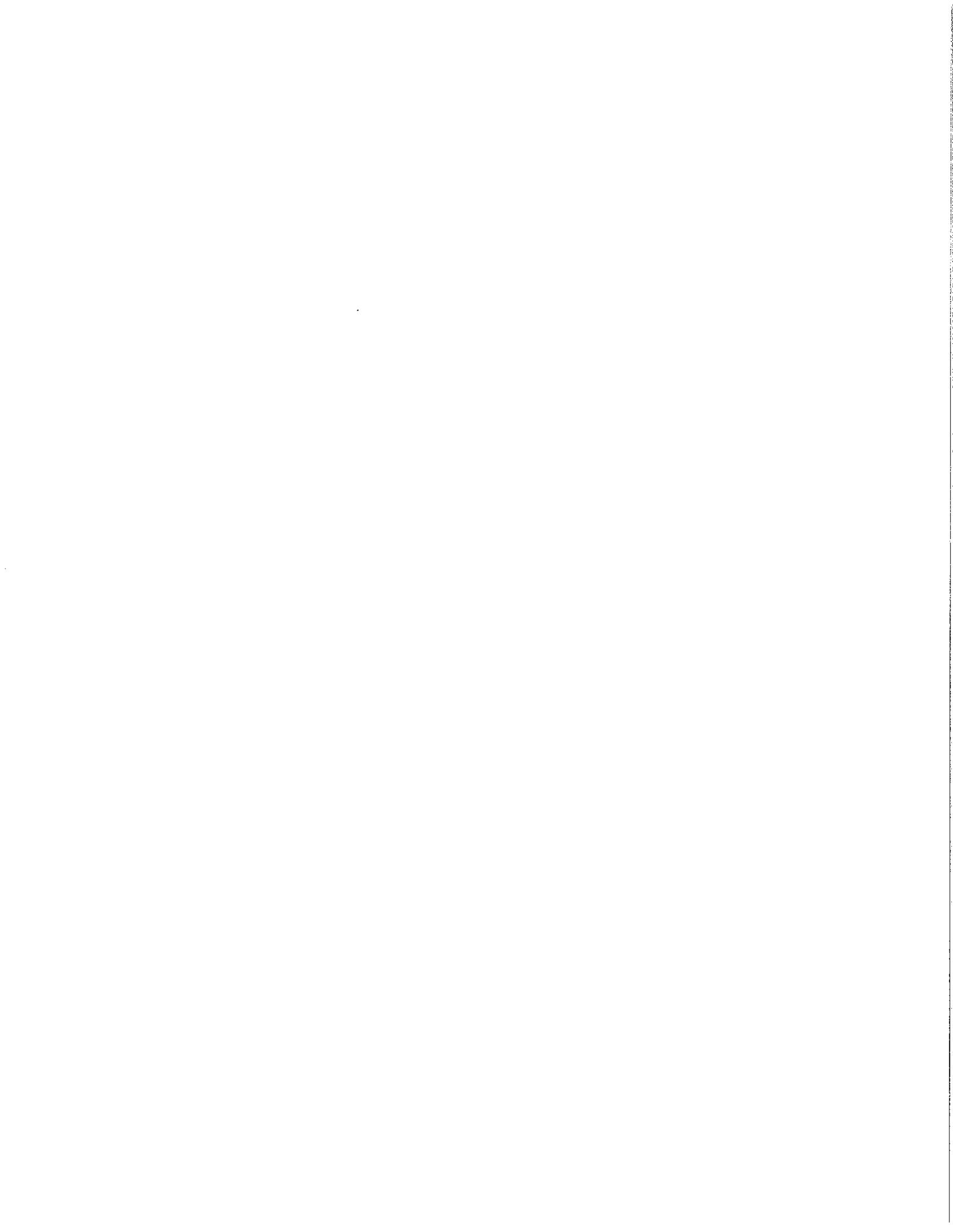
Claim# 341 XCEL ENERGY Ck# 004696E 10/30/2017

Cash Payment E 100-43160-381 Electric Utilities CITY STREETLIGHTS \$1,713.20  
 Invoice 564099928

Transaction Date 10/18/2017 Security Bank 10100 **Total** \$1,713.20

Pre-Written Checks	\$2,586.74
Checks to be Generated by the Compute	\$58,056.41
<b>Total</b>	<b>\$60,643.15</b>

COUNCIL APPROVAL -  
 SIGNATURES/INITIALS \_\_\_\_\_



# Administrative Report

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Mayor Dodge and Council,

Below are some general updates on what is happening in the community and what I have been working on.

## **Casey's General Store – Opening -**

They opened on October 5<sup>th</sup>.

## **General Obligation Sewer and Water Revenue Refunding Bonds –**

I've been continuing to work with Ehler's to complete documentation needed for the General Obligation Sewer and Water Revenue Refunding Bonds.

## **Republic Services –**

I am continuing to work with Republic Services on updating and cleaning up the contract.

## **Glass at City Hall –**

I contacted the company again who we received a quote from to do the glass at City Hall. They responded and said it would be about two months that they would be able to get to it. I am looking to see if another regional company can do it for the same cost and earlier if possible.

## **Email Changes –**

I believe you should be getting a call from TechStar about changing your emails over soon. Let me know if you have any questions about this.

## **Planning and Zoning Commission – Parking on the Grass –**

John Anderson, City Planner, drafted some stronger language and will hold a public hearing for the November Planning and Zoning Commission meeting on new ordinance verbiage on the parking of vehicles and recreational vehicles.

## **Veteran's Memorial –**

I attended a preconstruction meeting for the Veteran's Memorial on Tuesday. It looks like they are coming along on things. They continue to meet with the County to finalize the contract terms. They are still hoping to get some work done before snow falls.

## **Community Center Policy and Fee Schedule –**

This was on the October 9, 2017 workshop agenda. I am working on drafting language on a policy for the Community Center and a proposed fee schedule that will work moving forward to attract more users to the facility.

**Website –**

I am getting the contract finalized with GovOffice to start the custom updating of the City website.

**Packets-**

Continue to work on packets for the Park Commission, City Council and EDA.

**Sincerely,**

**Maggie McCallum**



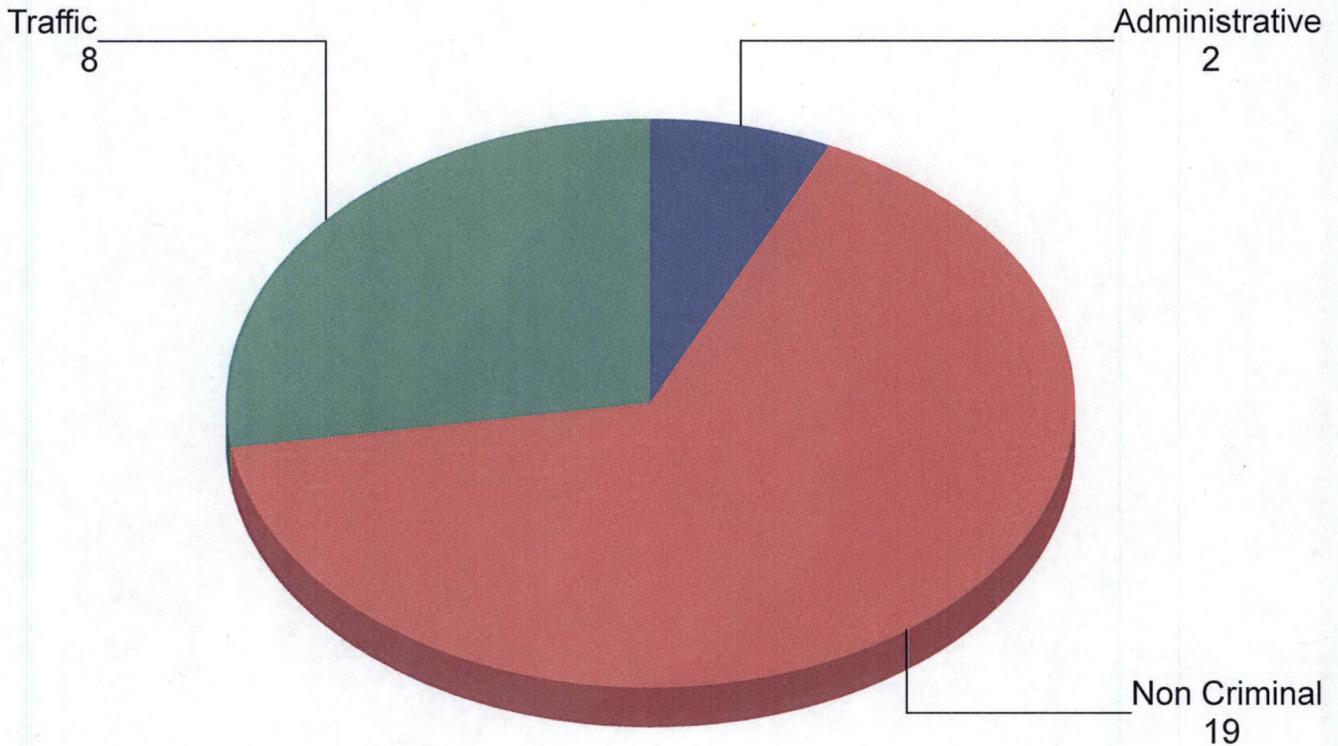
**City of Mayer**

**September 2017  
& Year to Date**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 09/01/2017 To: 09/30/2017**

## **Mayer City**



<b>Total Non Criminal:</b>	<b>19</b>
<b>Total Traffic:</b>	<b>8</b>
<b>Total Administrative:</b>	<b>2</b>

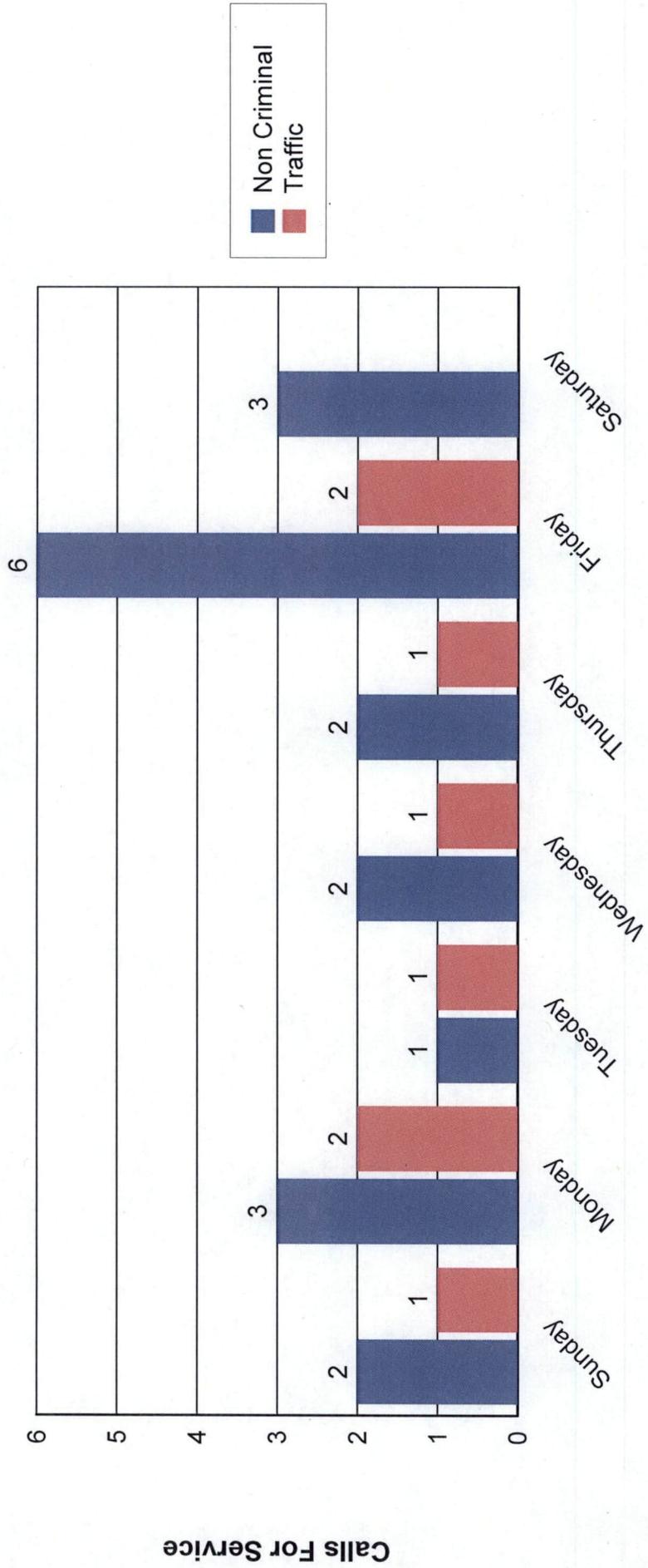
**Total Mayer City: 29**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**

**Patrol Activity**  
**From: 09/01/2017 To: 09/30/2017**

# Mayer City



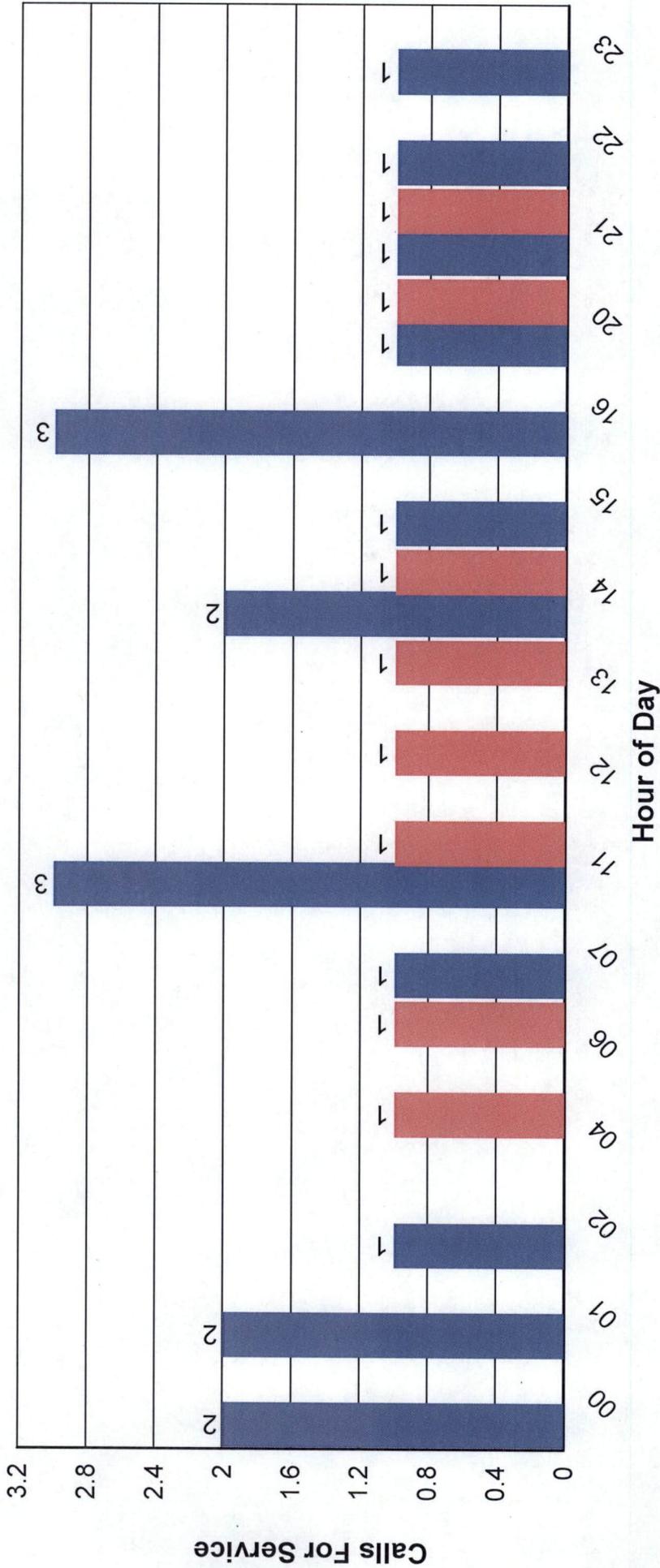
**Total Mayer City: 27**



**Carver County Sheriff's Office**  
**Hour of Day Analysis of Calls for Service**  
**Patrol Activity**

**From: 09/01/2017 To: 09/30/2017**

# Mayer City



**Total Mayer City: 27**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 09/01/2017 To: 09/30/2017**

## Mayer City

### Patrol

#### Non Criminal

Alarm	2
Abuse/Neglect (Info Only)	1
Animal	2
Medical	3
Warrant Service	1
Suspicious Activity	4
Open Door	2
Disturbance (Info Only)	4

**Total Non Criminal:** 19

#### Traffic

Traffic Stop	5
Pd Accident	2
Driving Complaint	1

**Total Traffic:** 8

**Total Patrol: 27**

### Administrative

#### Administrative

GunPermit-Acquire	1
Rec Ck - Individual	1

**Total Administrative:** 2

**Total Administrative: 2**

**Total Mayer City: 29**



**Carver County Sheriff's Office  
Verbal Warnings  
From: 09/01/2017 to 09/30/2017**

**Mayer City**

Driving Complaint:	1
Traffic Stop:	4
Grand Total Verbal Warnings:	5

NIBRS - Activity Codes

Activity Code	Descriptor	
<b>GROUP A</b>		
AC	Animal Cruelty	Abuse or neglect of animal
AR	Arson	Intentionally destroy property by fire
A	Assault	Altercation between parties where physical harm occurred
AA	Aggravated Assault	Assault where substantial injury is caused or weapon used
BB	Bribery	Offering, giving, receive anything of value to sway judgement
B	Burglary	Unlawful entry into a structure to commit a crime
CF	Counterfeiting/Forgery	Alter, copy, imitation, passing a copy as an original
P	Property Damage	All damage to property
D	Drugs	All drug violations, possession of, sale of, manufacture of
EM	Embezzlement	Misappropriation of money, property entrusted to person
EX	Extortion/Blackmail	Unlawful obtain money, property by use or threat of force
U	Fraud	Intentional perversion of truth to obtain money or property
G	Gambling	Unlawful operate, promote or assist in operation of gambling
H	Homicide	Intentional taking of a persons life
HT	Human Trafficking	Induce a person to perform sex act or labor via force, fraud or coercion
K	Kidnapping	Unlawful seizure, transport or detain person against their will
T	Theft/larceny	Taking of property, stealing
V	Motor Vehicle Theft	Theft of a motorized vehicle
PO	Pornography	Manufacture, publish, sell, buy, possess sexually explicit material
PR	Prostitution	Unlawfully engage in or promote sexual activity for anything of value
R	Robbery	Taking of property by use of force
S	Sex Offenses	Forcible sexual assault
SN	Sex Offenses, Nonforcible	Nonforcible sexual intercourse (incest, statutory rape)
SP	Stolen Prop Offenses	Receive, buy, sell possess, conceal, transport known stolen property
W	Weapons	Violation of manufacture, sale purchase, transport use firearm

**GROUP B**

BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	Trespassing	Unlawfully enter land, dwelling or other real property
M	All Other Offenses	OFP/Danco violation, Traffic - Hit & run accident
		All other offense not included in other A & B classifications
O *	Ordinances	Laws/rules created by county or cities.
*		Use only when Enforcement used (citation or arrest)

**Activity Codes**  
**Non-criminal, Traffic and Administrative**

<b>NON CRIMINAL</b>		
<b>Code</b>	<b>Description</b>	
1	Misc. NonCriminal	Gen law enforcement questions: citizen assists, lost and found property civil disputes, juvenile disciplinary issues, etc
2	Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
3	Alarm	Checking on an alarm at a private residence or business
4	Domestic	Verbal argument between parties. Must have relationship. No charges
5	Missing Person	Missing / Lost person (not runaway)
6	Abuse/Neglect - Info only	Abuse or neglect of children or adults
9	Animal	Animal bites, stray animals. All calls involving animals
10	Medical	Assist persons with medical issues, natural cause deaths
11	House/Business Check	Check on residences or business when owners are away from property
12	Assist other Agency	Assist other law enforcement, state patrol, govt depts, EMT or medical
13	Fire Call	Fires and assist to fire departments
15	Mental Health	Suicides, 72 hr holds for mental health issues
16	Civil Process	Service of civil papers. Assist with civil standby situations
17	Transport	Trtransport persons for various reasons.
19	Warrant Service	Service of warrant for Carver County and other counties.
20	Boat & Water	All incidents involving boats, watercraft and/or lakes
21	Snowmobile	All incidents involving snowmobiles
22	ATV	All incidents involving ATV
30	Suspicious Activity	Suspicious persons, acts or vehicles. Accidental 911 calls
31	Open Door	Located an open door to a business or residence
34	Drug - Info Only	Drug information only
35	Disturbance - Info Only	Noise complaint, disturbing peace
60	Child Custody Dispute	Incidents involving dispute over child custody

<b>TRAFFIC RELATED</b>		
<b>Code</b>	<b>Description</b>	
8	Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, veh in ditch, assists, all parking issues
38	Traffic - Stops	All traffic stops initiated by officers
50	Auto Accd - Prop Damage	Auto accident in which only property damage occurred
51	Auto Accd - MV vs deer	Auto accident involving a motor vehicle and deer
52	Auto Accd - Injury	Auto accident in which injury and property damage occurred
54	Auto Accd - Fatality	Auto accident in which a fatality occurred
80	Driving Complaint	Complaints of bad driving behavior.

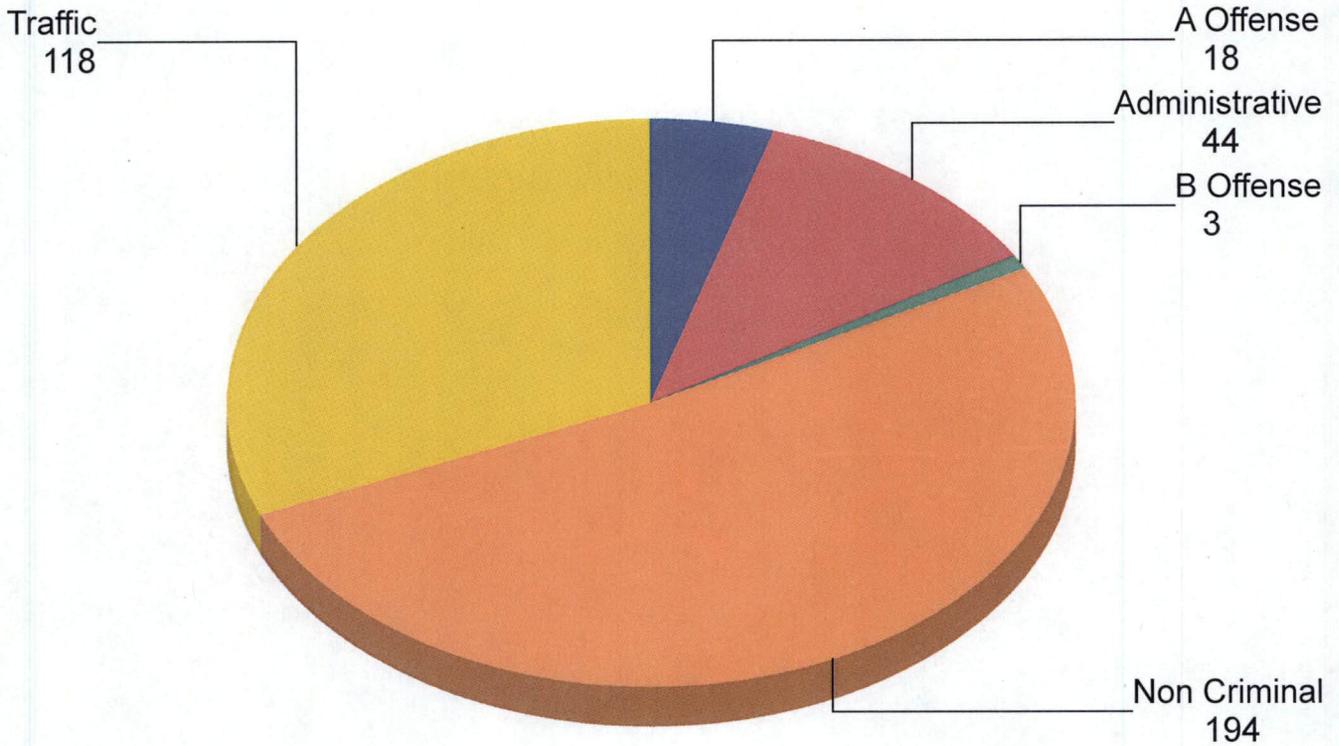
**ADMINISTRATIVE**

<b>Code</b>	<b>Description</b>	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit -Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating immigration status
39	Rec Ck - Gambling Permit	Records check for gambling permit
40	Rec Ck - Citizen Academy	Records check for citizens academy
41	Rec Ck - Adoption	Records check for adoption
42	Rec Ck - Carver Cty Employ	Records check for Carver County employment
43	Rec Ck - SO Employ	Records check for Carver County Sheriff's Office employment
44	Rec Ck - SO Volunteer	Records check for Carver County Sheriff's Office Volunteer
45	Rec Ck - DHS	Records check for Dept of Human Services
46	Rec Ck - Name Change	Records check for Name change purposed
47	Rec Ck - Other Employ	Records check for other employment
48	Rec Ck - Individual	Records check for an individual
49	Rec Ck - Military	Records check for the military
61	License - Day Care	Records check for a day care license
62	License - Foster Care	Records check for a foster care license
63	License - Liquor	Records check for a liquor license
64	License - Massage Parlor	Records check for a massage parlor license
65	License - Fireworks	Records check for fireworks permit
66	License - Peddler	Records check for peddlers license
999	Sealed	Records are sealed by Court Order



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2017 To: 09/30/2017**

# Mayer City



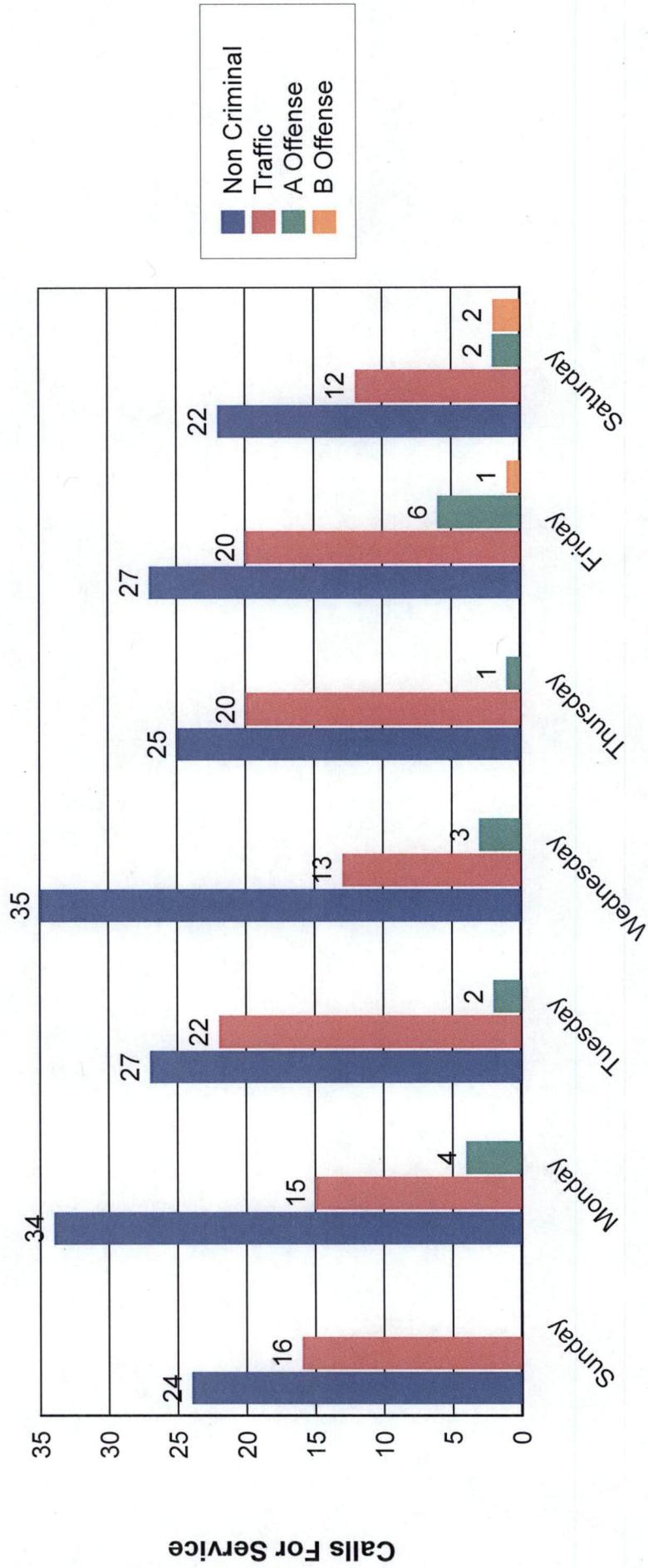
<b>Total A Offense:</b>	<b>18</b>
<b>Total B Offense:</b>	<b>3</b>
<b>Total Non Criminal:</b>	<b>194</b>
<b>Total Traffic:</b>	<b>118</b>
<b>Total Administrative:</b>	<b>44</b>

**Total Mayer City: 377**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
**From: 01/01/2017 To: 09/30/2017**

# Mayer City



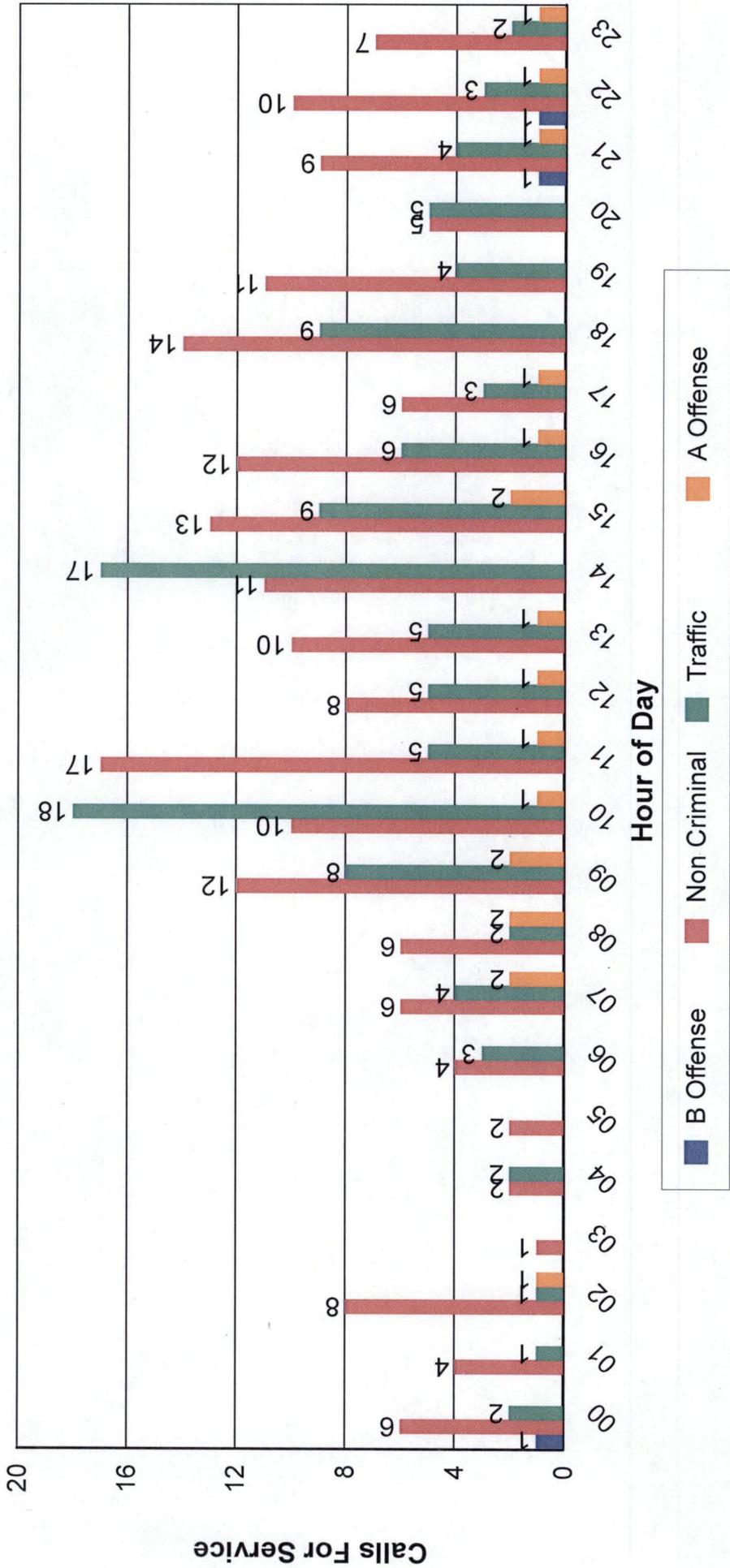
**Total Mayer City: 333**



Carver County Sheriff's Office  
 Hour of Day Analysis of Calls for Service  
 Patrol Activity

From: 01/01/2017 To: 09/30/2017

Mayer City



Total Mayer City: 333



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 01/01/2017 To: 09/30/2017**

# Mayer City

## Patrol

### A Offense

Assault	2
Agg. Assault	1
Burglary	2
Drug Violation	3
Property Damage	3
Theft	4
Fraud	3

**Total A Offense:** 18

### B Offense

Traffic - alcohol Rel	3
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**Total B Offense:** 3

### Non Criminal

Misc Non-criminal	30
Unlock Vehicle/bldg	1
Alarm	18
Domestic	2
Abuse/Neglect (Info Only)	5
Animal	20
Medical	43
Assist Other Agency	3
Fire Call	8
Mental Health	5
Civil Process	1
Warrant Service	2
Suspicious Activity	26
Open Door	4
Disturbance (Info Only)	25
Child Custody Dispute	1

**Total Non Criminal:** 194

### Traffic

Traffic - Misc	13
Traffic Stop	85
Pd Accident	11
Driving Complaint	9

**Total Traffic:** 118

**Total Patrol: 333**

## Administrative

### Administrative

GunPermit-Acquire	17
GunPermit-CarryNew	13
GunPermit-CarryRenew	5
ATF	2



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2017 To: 09/30/2017**

GunPermit- Carry Late Ren	2
Rec Ck - Individual	1
Lic - Liquor	4
<b>Total Administrative:</b>	<hr/> 44

**Total Administrative: 44**

**Total Mayer City: 377**



# Carver County Sherff's Office

## Arrest Summary

From: 01/01/2017 To: 09/30/2017

### Mayer City

13A - Aggravated Assault	1
13B - Simple Assault	1
35A - Drug/Narcotic Violations	2
35B - Drug Equipment Violations	2
90D - Driving Under the Influence	7
90G - Liquor Law Violations	2

---

Total Number of Charges Involving All Arrests:	15
Total Number Individuals Arrested:	10
Total Incident With Arrests:	8



# Carver County Sherff's Office Traffic Citation Summary From: 01/01/2017 To: 09/30/2017

## Mayer City

Improper Pass:	1
Inattentive Driving:	1
No Proof Of Insurance:	1
Seatbelt Violation:	5
Snowbird / Winter Parking:	1
Speed:	1
Total Mayer City:	10



**Carver County Sheriff's Office  
Verbal Warnings  
From: 01/01/2017 to 09/30/2017**

**Mayer City**

<b>Animal:</b>	<b>1</b>
<b>Driving Complaint:</b>	<b>2</b>
<b>Misc Non-criminal:</b>	<b>1</b>
<b>Traffic Stop:</b>	<b>74</b>
<b>Grand Total Verbal Warnings:</b>	<b>78</b>



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 01/01/2016 To: 09/30/2016**

## Mayer City

### Patrol

#### A Offense

Burglary	3
Counterfeiting/Forgery	1
Property Damage	7
Theft	4
Fraud	2
Weapons	1
<b>Total A Offense:</b>	<b>18</b>

#### B Offense

Bad Checks	1
Family Offense	1
Misc - criminal	1
<b>Total B Offense:</b>	<b>3</b>

#### Non Criminal

Misc Non-criminal	35
Alarm	13
Domestic	7
Abuse/Neglect (Info Only)	6
Traffic - Misc	4
Animal	24
Medical	46
Assist Other Agency	3
Fire Call	8
Mental Health	1
Civil Process	2
Transport	1
Warrant Service	3
GunPermit-Acquire	9
GunPermit-CarryNew	9
GunPermit-CarryRenew	4
Suspicious Activity	27
Open Door	1
GunPermit- Carry Late Ren	2
Disturbance (Info Only)	15
Traffic Stop	94
Pd Accident	5
Child Custody Dispute	6
Lic - Liquor	5
Driving Complaint	6
Disorderly Conduct	13
<b>Total Non Criminal:</b>	<b>349</b>

#### Traffic

Traffic - Misc	6
Traffic Stop	47
Pd Accident	1
Driving Complaint	7



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 01/01/2016 To: 09/30/2016**

Total Traffic: 61

**Total Patrol: 431**

**Administrative**

**Administrative**

GunPermit-Acquire	7
GunPermit-CarryNew	12
<b>Total Administrative:</b>	<u>19</u>

**Total Administrative: 19**

**(NA) Part 2 DO NOT USE**

Assault	1
Burglary	1
Drug Violation	2
Liquor Viol	1
Runaway	1
Theft	5
Fraud	2
<b>Total (NA) Part 2 DO NOT U</b>	<u>13</u>

**Total : 13**

**Total Mayer City: 463**

Date: October 2, 2017

TO: MAYER CITY COUNCIL/CONTRACTING TOWNSHIPS  
FROM: MAYER FIRE DEPARTMENT, ROD MAETZOLD – FIRE CHIEF

SUBJECT: FIRE REPORT FOR MONTH ENDING – 09/30/17

**TOWNSHIP CALLS:**

				<u>MAN HOURS</u>
09/07/17	2210	Watertown	Car Crash, Co Rd 123 & Hwy 7	19
09/17/17	1924	Waconia	Medical, 12955 Co Rd 30	19
09/24/17	0734	Camden	Medical, 14650 Co Rd 32	18
09/26/17	1509	Camden	Car Crash, 8190 Hwy 25	11

**CITY OF MAYER CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
09/11/17	1116	Medical, 304 4 <sup>th</sup> St NE	10

**FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 09/30/17**

09/11/17	Regular Meeting
09/13/17	Budget Meeting with Interim Administrator
09/18/17	Regular Training – Auto Extrication and Water Rescue
09/25/17	Council Meeting Attendance
09/25/17	Group Training – Ropes & Radio



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

## MEMORANDUM

**Date:** October 17, 2017  
**To:** Mayer City Council  
**From:** David Martini  
**Subject:** Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk has worked on during the billing period between August 11<sup>th</sup> and September 8<sup>th</sup>, 2017:

### **Miscellaneous Engineering**

During the billing period, miscellaneous engineering included the following:

- Coordinating with Mn/DOT regarding TH 25
- Preparing plans and specifications for the Old School House Park shelter
- Lot survey for the Public Works site
- Review lot surveys for Hidden Creek building permits

4.5 hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of **\$409.50**.

### **Hidden Creek (Pass Thru)**

During the billing period, time was spent reviewing sidewalk requirements, mapping updates, watermain testing, and construction observation.

### **Cold Water Crossing 7<sup>th</sup> (Pass Thru)**

During the billing period, time was spent reviewing letter of credit reduction requests, mapping updates, and construction observation.



**To:** Mayor and Council Members

**From:** Kyle Kuntz

**Re:** Public Works Activities from September 21<sup>th</sup> to October 19<sup>th</sup> (2017)

#### **Roads**

- Muller and Sons came to do road repairs
- Wrote proposal for crack sealing

#### **Parks**

- Conducted playground inspections on monthly basis
- Emptied trash cans on regular basis
- Graded ball fields on regular basis
- Mowed and weed whipping parks as necessary
  - Vacuumed leaves and grass as necessary
- Watered flowers and trees on a regular basis
- Sprayed weeds
- Poured slabs for new garbage cans in West Ridge Park and Bluejay Park
  - Removed top soil and compacted class 5 rock before installing slab
- Reinstalled park benches in West Ridge Park
- Ordered GaGa pit for Old Schoolhouse Park
- Attended park board meeting on 10/10/17

#### **Water Treatment Facility**

- Executed daily rounds
- Performed chlorine, fluoride, iron, and manganese tests on a weekly basis
- Received chemical deliveries from DCP Industries on a monthly basis
- Took water samples for Minnesota Department of Health
  - Took all MDH water samples to UPS store in Waconia to be shipped
- Filled out monthly fluoride report for September 2017
- Changed out chlorine tanks as needed
- Cleaned chlorine analyzer and replaced reagents as needed
- Flushed KMNO<sub>4</sub> feed line and mixed KMNO<sub>4</sub> on a regular basis
- Exercised generator at WTP and Well #2 on a monthly basis
- Conducted well #2 draw down on a weekly basis
- Quality flow troubleshoot issue with reclaim pump (need to replace base elbow)
- Worked on 2018 budget
- Water Conservation Service Inc. came to conduct leak study survey on the city's watermain (found 2 significant leaks)
  - Met with contractor about leak repairs
- Replaced photo eye for exterior lights
- InControl in to fix issues with SCADA system

(KLM will be cleaning the interior of the Water Tower the week of the 29<sup>th</sup>, Tower will be out of service for two days. Warranty Work)

#### **Wastewater Treatment Facility**

- Executed daily rounds and weekly sampling procedures
- Decant digester as necessary
- Washed down scum manhole and control structure #2 as necessary
- Cleaned cyclone grit separator as necessary
- Greased clarifier drive and flocculator drive on a monthly basis
- Fed midge fly control product on a weekly basis
- Fed grease control product on daily basis
- Ideal Service came to install new drives
- Power cleaned weirs around clarifier

- Installed more brackets for outside conduit along the digester building
- Widmer Construction in to locate force main and power supply for Lift Station #2

### **Lift Stations & Collection System**

- Check lift station operations on daily basis
- Exercised generator on monthly basis
- Quality Flow came to install new pump for lift station #1
- Worked on 2018 budget

### **Miscellaneous**

- Worked on cleaning/organizing public works building in between other public works tasks
- Gopher one locates
- Worked on September public works activities sheet
- Changed out old water meters and MXU devices
- Installed MXU's and sealed water meters for new houses
- Read water meters on the 1<sup>st</sup> of each month
- Worked on 'On Call' schedule
- Ran to various stores to get supplies/materials
- Attended safety committee meeting and training in Waconia on a monthly basis
- Hung water meter repair signs
- Checked landscape escrows
- Attended weekly meetings about the County Road 30 reconstruction
- Removed large plug from storm sewer overflow structure in Coldwater Crossing
- Installed building name and address signs for City Hall and Public Works
- Met with contractor and Bolton and Menk field inspector about wetland project
- Met with HD Supply to troubleshoot issues with handheld
- Removed 6" reducer pipe from catch basin on Hidden Creek BLVD
- Attended council meeting on 9/25/17
- Attended council meeting on 10/9/17

### **Equipment**

- Fueled and washed equipment as needed
- Exercised bypass pump on a monthly basis
- Greased, changed oil, and sharpened blades on mower as necessary
- Replaced fittings on watering trailer and installed a 2" pump

### **Safety Concerns**

- No safety concerns at this time



## Request for Council Action Memorandum

---

Item: Resolution 10-23-17-37 Approving the Contract for Property Assessment Services for 2018.

Meeting Date: October 23, 2017

Presented By: Margaret McCallum, City Administrator

**Recommendations/Council Action/Motion Requested:**

To review and approve resolution 10-23-17-37 Approving the Contract for Property Assessment Services with the County Assessor for 2018.

**Details:**

The City of Mayer has a responsibility to assess the value of the real property in the City for tax purposes. The City contracts with the Carver County Assessor to conduct assessments of the parcels in the City of Mayer.

Minnesota Statute requires that appraisers physically review each property at least every five years. The appraisal interval may be shorter due to review appraisals requested by the owner of an appeal, ongoing new construction, or if the assessor feels that additional property information is needed to improve the assessment process.

Staff is requesting that the Council approve resolution 10-23-17-37 approving the contract for property assessment services with Carver County for 2018.

**Attachments:**

2018 Assessor's Contract

Resolution 10-23-17-37

## SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and City of Mayer, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor's Office; and

WHEREAS, Minn.Stat.§ 273.072 and Minn.Stat.§ 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2018. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of thirteen dollars and no cents (\$13.00) per residential valuation, thirteen dollars and fifty cents (\$13.50) per agricultural valuation, and fourteen dollars and fifty cents (\$14.50) per commercial/industrial valuation (for the assessment of January 2, 2018) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15<sup>th</sup> of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data developed, maintained or received by the Town under this agreement may be released to

the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

- 9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized

representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- 10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

- 11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town's default is excused by the County, the County may, upon written notice to the Town's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
City of Mayer	Angela Johnson
413 Bluejay Avenue	Carver County Assessor
Mayer, MN 55360	600 E 4 <sup>th</sup> Street Chaska MN 55318
Clerk – Open	ajohnson@co.carver.mn.us

- 12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Mayer, has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2017\_\_.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2017\_\_.

CITY/TOWNSHIP OF MAYER

COUNTY OF CARVER

By: \_\_\_\_\_  
Chairperson/Mayor

By: \_\_\_\_\_  
Tim Lynch, Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Clerk – Open

Attest: \_\_\_\_\_  
Dave Hemze/County Admin.

And: \_\_\_\_\_  
Angela Johnson  
County Assessor

Approved as to form:

\_\_\_\_\_  
City Attorney/ Date

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney/Date

**RESOLUTION 10-23-17-37**  
**APPROVING THE CONTRACT FOR PROPERTY ASSESSMENT SERVICES**  
**FOR CALENDAR YEAR 2018**  
**CITY OF MAYER**

WHEREAS, The City of Mayer (the "City") desires to contract property assessment services with Carver County and the County Assessor's Office; and

WHEREAS, such contracts are authorized by the provisions of Minnesota Statutes, Chapter 273.072, and 471.593; and,

WHEREAS, said contract will be for property assessment services provided during the 2018 calendar year under the terms and conditions contained in the contract.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Mayer, Carver County, Minnesota, hereby approves the Contract for Property Assessment Services for 2018 calendar year, attached hereto and by said references incorporated herein in its entirety.

BE IT FURTHER RESOLVED, that the Mayer and City Administrator are hereby authorized and directed to execute said contract on behalf of the City.

Adopted this 23rd day of October, 2017 by the Mayer City Council.

\_\_\_\_\_  
Margaret McCallum, City Administrator

\_\_\_\_\_  
Michael Dodge, Mayor



## **Request for Council Action Memorandum**

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Item: Resolution 10-23-17-38 Providing for the issuance and sale of \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A and Pledging for the Security thereof of net revenues.

Meeting Date: October 23, 2017

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To review and approve resolution 10-23-17-38

### **Details:**

Staff is requesting that the Council approve resolution 10-23-17-38 approving the contract for property assessment services with Carver County for 2018.

This is debt that the City needs to issue for the remainder of previous water and sewer projects. This is the next step in the issuance of the bonds.

Ehlers will be available to answer questions for the City Council.

### **Attachments:**

Resolution 10-23-17-38

EXTRACT OF MINUTES OF A MEETING  
OF THE CITY COUNCIL  
CITY OF MAYER, MINNESOTA

HELD: October 23, 2017

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Mayer, Carver County, Minnesota, was duly held at the City Hall on October 23, 2017, at 6:30 P.M., for the purpose in part of awarding the sale of \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$2,960,000 GENERAL  
OBLIGATION SEWER AND WATER REFUNDING BONDS, SERIES 2017A AND  
PLEDGING FOR THE SECURITY THEREOF NET REVENUES**

A. WHEREAS, the City of Mayer, Minnesota (the "City"), hereby determines and declares that it is necessary and expedient to provide moneys for a current refunding of the City's \$4,820,000 original principal amount of General Obligation Sewer and Water Revenue Refunding Bonds, Series 2007A, dated May 16, 2007 (the "Prior Bonds"), pursuant to Minnesota Statutes, Chapter 475; and

B. WHEREAS, \$2,880,000 of the principal amount of the Prior Bonds which matures on and after December 1, 2018 (the "Refunded Bonds"), is callable on December 1, 2017 (the "Call Date"), at a price of par plus accrued interest, as provided in the resolution adopted by the City Council on April 23, 2007, authorizing the issuance of the Prior Bonds (the "Prior Resolution"); and

C. WHEREAS, the refunding of the Refunded Bonds is necessary and desirable for the reduction of debt service cost to the City; and

D. WHEREAS, the City owns and operates a municipal water utility system (the "Water System") and a municipal sanitary sewer utility system (the "Sewer System", and together with the Water System, the "System"), as separate revenue producing public utilities; and

E. WHEREAS, the net revenues of the Water System are pledged to the payment of the City's outstanding (i) \$347,000 original principal amount General Obligation Water Revenue Note of 2001, dated January 2, 2001; (ii) \$2,560,768 original principal amount General Obligation Water Revenue Note of 2006, dated September 7, 2006; and (iii) \$975,000 original principal amount General Obligation Bonds, Series 2015A, dated July 1, 2015 (the "Outstanding Water Bonds"); and

F. WHEREAS, the net revenues of the Sewer System are pledged to the payment of the City's outstanding \$689,274 original principal amount General Obligation Sewer Revenue Note of 2000, dated January 1, 2000 (the "Outstanding Sewer Bond"); and

G. WHEREAS, the net revenues of the System are pledged to the payment of the "System Refunding Portion" of the City's outstanding \$1,675,000 General Obligation Improvement and Utility Revenue Refunding Bonds, Series 2014A, dated July 1, 2014 (the "Outstanding Water and Sewer Bonds"); and

H. WHEREAS, the City Council hereby determines and declares that it is necessary and expedient to issue \$2,960,000 General Obligation Sewer Water Revenue Refunding Bonds, Series 2017A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475 to provide moneys to provide for a current refunding of the Refunded Bonds on the Call Date; and

I. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and

J. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Administrator, or designee, at the offices of Ehlers at 10:00 A.M. on the date hereof, pursuant to the Preliminary Official Statement, dated October 12, 2017, established for the Bonds; and

K. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mayer, Minnesota, as follows:

1. Acceptance of Offer. The proposal of \_\_\_\_\_  
\_\_\_\_\_ (the "Purchaser"), to purchase the Bonds in accordance with the Preliminary Official Statement established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$\_\_\_\_\_, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted, and the Bonds are hereby awarded to the Purchaser. The City Administrator is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders their good faith checks or drafts.

2. Terms of Bonds.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated November 15, 2017, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on December 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>
2018	\$
2019	
2020	
2021	
2022	
2023	
2024	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have

any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose; Refunding Findings. The Bonds shall provide funds for a current refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67.

4. Interest. The Bonds shall bear interest payable semiannually on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing June 1, 2018, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>
2018	%
2019	
2020	
2021	
2022	
2023	
2024	

5. No Optional Redemption. The Bonds shall not be subject to redemption and prepayment prior to their stated maturity dates.

6. Bond Registrar. Bond Trust Services Corporation, in Roseville, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
CARVER COUNTY  
CITY OF MAYER

R-\_\_\_\_\_ \$\_\_\_\_\_

GENERAL OBLIGATION SEWER AND WATER REFUNDING BOND, SERIES 2017A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	December 1,	November 15, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Mayer, Carver County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, without option of prior payment, and to pay interest thereon semiannually on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing June 1, 2018, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation, in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in Letter of Representations, as defined in the Resolution. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

No Optional Redemption. The Bonds shall not be subject to redemption and prepayment prior to their stated maturity dates.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$2,960,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination, and issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on October 23, 2017 (the "Resolution"), for the purpose of providing funds for a current refunding of the Issuer's General Obligation Sewer and Water Revenue Refunding Bonds, Series 2007A, dated May 16, 2007. This Bond is payable out of the Debt Service Account of the Issuer's General Obligation Sewer and Water Refunding Bonds, Series 2017A Fund. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in the denominations of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other authorized denominations in equal aggregate principal amounts at the office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file with the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will impose and collect charges for the service, use and availability of the municipal sewer and water system (the "System") at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the Bonds, adequate to pay all principal and interest when due on the Bonds; and that the Issuer will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on the Bonds as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Mayer, Carver County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator.

Date of Registration:

November 15, 2017

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION  
This Bond is one of the  
Bonds described in the  
Resolution mentioned  
within.

BOND TRUST SERVICES  
CORPORATION,  
Roseville, Minnesota  
Bond Registrar

By \_\_\_\_\_  
Authorized Signature

Registrable by: BOND TRUST SERVICES  
CORPORATION

Payable at: BOND TRUST SERVICES  
CORPORATION

CITY OF MAYER,  
CARVER COUNTY,  
MINNESOTA

/s/ facsimile  
Mayor

/s/ facsimile  
City Administrator



8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and, by inserting as the date of registration in the space provided, the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of November 15, 2017. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The City Administrator is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the City Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Sewer and Water Refunding Bonds, Series 2017A Fund" (the "Fund") to be administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Operation and Maintenance Account heretofore established by the City for the Water System shall continue to be maintained in the manner heretofore provided by the City. The Operation and Maintenance Account heretofore established by the City for the Sewer System shall continue to be maintained in the manner heretofore provided by the City. (The Operation and Maintenance Account for the Water System and the Operation and Maintenance Account for the Sewer System are referred to collectively herein as the "Operation and Maintenance Accounts".) All moneys remaining after paying or providing for the items set forth in the resolution establishing the Operation and Maintenance Accounts shall constitute and are referred to as "net revenues" until the Bonds have been paid. There shall be maintained in the Fund the following separate accounts to which shall be credited and debited all net revenues of the System as hereinafter set forth. The City Administrator and all officials and employees concerned therewith shall establish and maintain financial records of the receipts and disbursements of the System in accordance with this resolution. In such records there shall be established and maintained accounts of the Fund for the purposes as follows:

(a) Payment Account. The proceeds of the Bonds shall be deposited in the Payment Account less any amount paid for the Bonds in excess of the minimum bid. On or prior to the Call Date, the City Administrator shall transfer \$\_\_\_\_\_ of the proceeds of the Bonds from the Payment Account to the paying agent for the Prior Bonds. The sums are sufficient, together with other funds on deposit in debt service fund for the Refunded Bonds, to pay the principal and interest due on the Refunded Bonds. The remainder of the monies in the Payment Account shall be used to pay the costs of issuance of the Bonds. Any monies remaining in the Payment Account after payment of all costs of issuance and payment of the Refunded Bonds shall be transferred to the Debt Service Account.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) all funds paid for the Bonds in excess of the minimum bid; (ii) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Bonds; (iii) any collections of all taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Bonds are insufficient therefor; (iv) any balance remaining after the Call Date, in the Prior Bonds General Obligation Sewer and Water Revenue Refunding Bonds, Series 2007A Fund established by the Prior Resolution; (v) all investment earnings on funds in the Debt Service Account; and (vi) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (2) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other City account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Debt Service Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Coverage Test; Pledge of Net Revenues and Excess Net Revenues. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal and interest on the Bonds, and a sum at least five percent in excess thereof. The net revenues of the Water System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water Bonds and a sum at least five percent in excess thereof. The net revenues of the Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Sewer Bond and a sum at least five percent in excess thereof. The net revenues of the System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water and Sewer Bonds. The net revenues of the System are hereby pledged on a parity lien with the Outstanding Water Bonds, the Outstanding Sewer Bond, and the Outstanding Water and Sewer Bonds and shall be applied for that purpose, but solely to the extent required to meet the principal and interest requirements of the Bonds.

As used herein the term net revenues means the gross revenues derived by the City from the operation of the System, including all charges for service, use, availability, and connection to the System, and all monies received from the sale of any facilities or equipment of the System or any by-products thereof, less all normal, reasonable, or current costs of owning, operating, and maintaining the System. Excess net revenues of the System in excess of those required for the foregoing may be used for any proper purpose.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient, in addition to all other sources, for the payment of the Bonds and such additional obligations and any such pledge and appropriation of the net revenues may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

17. Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues (together with other funds herein pledged) adequate to pay all principal and interest when due on the Bonds. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations".

18. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the net revenues of the System appropriated and pledged to the payment of the principal and interest on the Bonds, together with other funds irrevocably appropriated to the Payment Account or the Debt Service Account, shall at any time be insufficient to pay the principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Payment Account or Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds payable therefrom, the deficiency shall be promptly paid out of any other accounts of the City which are available for such purpose, and such other funds may be reimbursed without interest from the Payment Account or Debt Service Account when a sufficient balance is available therein.

19. Prior Bonds; Security and Prepayment. Until retirement of the Prior Bonds, all provisions for the security thereof shall be observed by the City and all of its officers and agents. The Refunded Bonds shall be redeemed and prepaid on the Call Date in accordance with the terms and conditions set forth in the Notice of Call for Redemption attached hereto as Exhibit B, which terms and conditions are hereby approved and incorporated herein by reference.

20. Supplemental Resolution. The Prior Resolution authorizing the issuance of the Prior Bonds is hereby supplemented to the extent necessary to give effect to the provisions hereof.

21. Certificate of Registration. The City Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Carver County, Minnesota, together with such other information as the County Auditor shall require, and to obtain a County Auditor's Certificate that the Bonds have been entered in the Bond Register.

22. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

23. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the project financed by the Prior Bonds (the "Project"), or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

24. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the six-month expenditure exemption from gross proceeds of the Bonds as provided in Section 1.148-7(c) of the Regulations. The Mayor and or City Administrator are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

25. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2017 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2017 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

Furthermore:

- (g) each of the Refunded Bonds was designated as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (h) the aggregate face amount of the Bonds does not exceed \$10,000,000;

(i) the average maturity of the Bonds does not exceed the remaining average maturity of the Refunded Bonds;

(j) no part of the Bonds has a maturity date which is later than the date which is thirty years after the date the Refunded Bonds were issued; and

(k) the Bonds are issued to refund, and not to "advance refund" the Prior Bonds within the meaning of Section 149(d)(5) of the Code, and shall not be taken into account under the \$10,000,000 issuance limit to the extent the Bonds do not exceed the outstanding amount of the Prior Bonds.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

26. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, subject to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

27. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described:

(a) to provide or cause to be provided to the Municipal Securities Rulemaking Board, by filing at [www.emma.msrb.org](http://www.emma.msrb.org), (i) at least annually, its audited financial statements for the most recent fiscal year, and (ii) notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of such event, in accordance with the Undertaking; and

(b) its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Administrator or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

28. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the City's municipal advisor, Ehlers.

29. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

30. Headings. Headings in this Resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing Resolution was duly seconded by Councilmember \_\_\_\_\_ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the Resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF CARVER  
CITY OF MAYER

I, the undersigned, being the duly qualified and acting City Administrator of the City of Mayer, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and sale of \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A.

WITNESS my hand on October 23, 2017.

\_\_\_\_\_  
City Administrator

EXHIBIT A  
PROPOSALS

[To be supplied by Ehlers & Associates, Inc.]

EXHIBIT B

NOTICE OF CALL FOR REDEMPTION  
GENERAL OBLIGATION SEWER AND WATER REVENUE REFUNDING BONDS,  
SERIES 2007A  
CITY OF MAYER, CARVER COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of Mayer, Carver County, Minnesota, there have been called for redemption and prepayment on

December 1, 2017

those outstanding bonds of the City designated as General Obligation Sewer and Water Revenue Refunding Bonds, Series 2007A, dated as of May 16, 2007, having stated maturity dates in the years 2018 through 2024, inclusive, and totaling \$2,880,000 in principal in principal amount and having CUSIP numbers listed below:

<u>Year</u>	<u>CUSIP</u>	<u>AMOUNT</u>
2018	578014DR0	\$390,000
2019	578014DS8	430,000
2020	578014DT6	480,000
2021	578014DU3	520,000
2022	578014DV1	350,000
2023	578014DW9	345,000
2024	578014DX7	365,000

The bonds are being called at a price of par plus accrued interest to December 1, 2017, on which date all interest on the bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at the office of Bond Trust Services Corporation, Attention: Paying Agent Services, 3060 Centre Point Drive, Roseville, Minnesota 55113.

Dated: October 23, 2017

BY ORDER OF THE CITY COUNCIL

/s/ Margaret McCallum, City Administrator

\*The City shall not be responsible for the selection of or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in the notice. They are included solely for the convenience of the holders.

STATE OF MINNESOTA  
COUNTY OF CARVER

COUNTY AUDITOR'S CERTIFICATE  
AS TO REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Carver County, Minnesota, DO HEREBY CERTIFY that on the date hereof, there was filed in my office a certified copy of a resolution adopted on October 23, 2017, by the City Council of the City of Mayer, Minnesota, authorizing the issuance of \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A (the "Bonds") and the Bonds have been entered in my Bond Register.

WITNESS my hand and the seal of the County Auditor on \_\_\_\_\_, 2017.

\_\_\_\_\_  
County Auditor

(SEAL)

SIGNATURE AND NONLITIGATION CERTIFICATE

We, the undersigned, being respectively the duly qualified and acting Mayor and City Administrator of the City of Mayer, Minnesota (the "City"), DO HEREBY CERTIFY that we did, in our official capacities as such officers, sign our own proper names by photocopied facsimile signature, attested by the manual signature of Bond Trust Services Corporation, Roseville, Minnesota, duly designated by the City Council as Bond Registrar and authenticating agent (the "Bond Registrar"), on the \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A, dated November 15, 2017, as the date of original issue (the "Bonds"), and numbered from R-1 upward, each in the denomination of \$5,000 or any integral multiple thereof. The Bonds mature on December 1 in the years and amounts and bear interest until paid or discharged as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2018	\$	%
2019		
2020		
2021		
2022		
2023		
2024		

WE FURTHER CERTIFY that we are now and were on the date of signing the Bonds, the duly qualified and acting officers therein indicated, and duly authorized to execute the same, and that the Bond Registrar has been duly authorized to act as agent of the City for purposes of authenticating the Bonds by one or more persons signing bonds on behalf of the Bond Registrar, and we hereby ratify, confirm, and adopt our facsimile signatures on the Bonds as the true and proper signatures for the execution thereof.

WE FURTHER CERTIFY that the Bonds have been in all respects duly executed for delivery pursuant to authority conferred upon us as such officers; and no obligations other than the Bonds have been issued pursuant to such authority, and that none of the proceedings or records which have been certified to the purchasers of the Bonds or the attorneys approving the same have been in any manner repealed, amended or changed, and that there has been no change in the financial condition of the City or of the facts affecting the Bonds.

WE FURTHER CERTIFY that the Official Statement prepared for the issuance of the Bonds as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

WE FURTHER CERTIFY that there is no litigation threatened or pending questioning the organization or boundaries of the City, or the right of any of us to our respective offices, or in any manner questioning our right and power to execute and deliver the Bonds, or otherwise questioning the validity of the Bonds or the pledge of net revenues for the payment of the Bonds and the interest thereon.

Dated: November 15, 2017.

CITY OF MAYER, MINNESOTA

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

CITY ADMINISTRATOR'S RECEIPT

I, the undersigned, being the duly qualified and acting City Administrator of the City of Mayer, Minnesota, DO HEREBY CERTIFY AND ACKNOWLEDGE that on the date hereof, I received from \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_, the purchaser of the \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A, dated November 15, 2017, as the date of original issue, \$\_\_\_\_\_, the purchase price thereof, no interest having accrued thereon to the date hereof, and the Bonds were thereupon delivered to the purchaser.

Dated: November 15, 2017.

CITY OF MAYER, MINNESOTA

By: \_\_\_\_\_  
Its City Administrator

## NONARBITRAGE CERTIFICATE

The undersigned are the duly qualified and acting Mayor and City Administrator of the City of Mayer, Minnesota (the "Issuer"), charged, either alone or with others, with the responsibility of issuing \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A, dated November 15, 2017, as the date of original issue (the "Bonds"). This Certificate is being executed in accordance with the income tax regulations relating to arbitrage bonds (the "Regulations") and may be relied upon as a certification under Section 1.148-2(b)(2) of the Regulations under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The undersigned, having made an investigation of the facts, circumstances and estimates pertaining to and in connection with the Bonds, hereby certify in good faith and reasonably expect as follows with respect to the Bonds:

1. Purpose. The proceeds of the Bonds will be used to provide moneys for a current refunding on December 1, 2017 (the "Call Date"), of \$2,880,000 aggregate principal amount of the Issuer's \$4,820,000 original principal amount of General Obligation Sewer and Water Revenue Refunding Bonds, Series 2007A, dated May 16, 2007 (the "Prior Bonds"), which mature on and after December 1, 2017 (the "Refunded Bonds"). As of the date hereof, all of the representations and statements of fact contained in the resolution adopted by the City Council on October 23, 2007 authorizing the issuance of the Bonds, (the "Resolution") are true and correct, and nothing has occurred between the date of adoption of the Resolution and the date hereof to cause any expectation or covenant stated in the Resolution to become unlikely or impossible of occurrence or performance, unreasonable or otherwise invalid.

2. Only Issue. No bonds (in addition to the Bonds) (i) are sold or are to be sold at substantially the time as the Bonds, (ii) are sold pursuant to the same plan of financing with the Bonds, and (iii) are reasonably expected to be paid from substantially the same source of funds as the Bonds will be paid.

3. Proceeds and Uses. The Bonds were delivered and paid for on the date of this Certificate. The total sale proceeds of the Bonds (i.e. the issue price of the Bonds or the offering price of the Bonds to the public) \$\_\_\_\_\_, which together with accrued interest (\$\_\_\_\_\_) and earnings thereon (estimated to be \$\_\_\_\_\_), do not exceed the total of:

- (a) \$\_\_\_\_\_, estimated total costs of refunding the Refunded Bonds;
- (b) \$\_\_\_\_\_, expenses anticipated to be incurred in connection with the issuance of the Bonds, including Underwriting Compensation as defined below; and
- (c) \$\_\_\_\_\_, of Bond proceeds, representing surplus funds, will be returned to the Issuer and deposited in the Debt Service Account hereinafter described.

Underwriting Compensation is the difference between the amount paid by the underwriter in purchasing the Bonds from the Issuer and the amount of the issue price or reoffering price of the Bonds to the public.

4. Governmental Purposes; No Over-burdening of Tax-Exempt Market. The stated purposes of the Bonds are governmental purposes within the meaning of applicable law and regulations. The "Sale Proceeds" of the Bonds (i.e., the issue price of the Bonds less accrued interest), less any amounts used to pay issuance expenses, together with estimated earnings thereon, will not exceed the estimated dollar cost of the expense of the current refunding of the Refunded Bonds, less all other funds to be expended for paying such costs.

5. Use of Proceeds. The proceeds of the Bonds will be used to refund the Refunded Bonds on the Call Date, and to pay costs of issuance of the Bonds within ninety days from the date hereof, a temporary period within the meaning of Section 1.148-9(d)(2)(ii) of the Regulations. Any proceeds remaining after the Call Date, will not be invested at a yield in excess of the yield on the Bonds.

6. Fund and Accounts. The Bonds are payable from the General Obligation Sewer and Water Refunding Bonds, Series 2017A Fund (the "Fund"), which contains a Payment Account and a Debt Service Account.

7. Debt Service Account: Funding; Investment Covenants. The principal and interest on the Bonds are payable from the Debt Service Account. The Issuer has covenanted that any sums from time to time held in the Operation and Maintenance Accounts previously established by the City as net revenues and expected to be transferred to the Debt Service Account, and the Debt Service Account (or any other account of the Issuer which will be used to pay debt service on the Bonds) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield (after taking into account all temporary periods) shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments. Besides the Debt Service Account and any sums held in the Operation and Maintenance Accounts as net revenues and expected to be transferred to the Debt Service Account, there is no other fund or account of cash or securities which the Issuer has set aside and expects to invest or maintain at a yield greater than the yield on the Bonds for the purpose of paying debt service on the Bonds.

8. Debt Service Account: Bona Fide Debt Service Fund; Minor Portion; Temporary Periods; Yield. The Debt Service Account and any balance (the "Holding Account") of net revenues held in the Operation and Maintenance Accounts and expected to be used to pay debt service on the Bonds serves two functions: (i) a bona fide debt service fund (within the meaning of Section 1.148-1(b) of the Regulations) which is used primarily to achieve a proper matching of revenues and principal and interest payments within each Bond Year and is depleted at least once a Bond Year except for a reasonable carryover amount not to exceed the greater of the earnings on the Debt Service Account for the immediately preceding Bond Year or one-twelfth of principal and interest payments on the Bonds for the immediately preceding Bond Year, and (ii) a sinking fund (within the meaning of Section 1.148-1(c)(2) of the Regulations), and each such function shall be treated for the purposes hereof as if it occurred in a separate account.

Amounts deposited in the Debt Service Account and the Holding Account which are to be used to pay debt service on the Bonds within twelve months of their receipt by the Issuer (or which are a reasonable carryover amount with respect thereto) will be invested without regard to yield for a temporary period not longer than thirteen months. Receipts in the Debt Service

Account and the Holding Account which will not be used to pay debt service on the Bonds within thirteen months of their receipt will be invested without regard to yield to the extent they do not in the aggregate exceed the "minor portion" of \$\_\_\_\_\_, which is an amount equal to the lesser of \$100,000 or five percent of the Sale Proceeds of the Bonds. Sale proceeds of the Bonds are the issue price of the Bonds less accrued interest.

All receipts in the Debt Service Account and the Holding Account may be invested without regard to yield for a temporary period of thirty days from receipt by the Issuer, and investment earnings on such sums may be invested without regard to yield for a longer temporary period of one year from receipt. Amounts not entitled to a temporary period or within said minor portion will not be invested at a yield which is materially higher than the yield on the Bonds, or will be invested without regard to yield in tax-exempt bonds as defined in Section 150(a)(6) of the Code, being obligations the interest on which is excluded from gross income under Section 103(a) of the Code.

9. Yield Determination; Materially Higher. The yield on the Bonds, based on the issue price being the price paid by \_\_\_\_\_ for the Bonds, as shown in the Issue Price Certificate has been calculated to be \_\_\_\_\_%; this yield on the Bonds will be recalculated if and as required by the Code or the Regulations. A "materially higher" yield is defined at Section 1.148-2(d)(2) of the Regulations and is generally one eighth of one percent (0.125%).

10. Unspent Proceeds. On the date hereof there are no unspent original proceeds or investment proceeds of the Prior Bonds and thus there will be no transferred proceeds for the Bonds.

11. Rebate. The sale proceeds of the Bonds are entitled to an exception to rebate if they will all (other than amounts constituting a bona fide debt service fund) be expended within the period of time provided in the six-month exception to the rebate requirement. The gross proceeds of the Bonds (treating amounts in a bona fide debt service fund as not being gross proceeds) will be allocated to expenditures for the governmental purposes of the issue within the six month period beginning on the date hereof. It is reasonably anticipated that no gross proceeds will arise after such six months, and for this purpose excesses over bona fide debt service fund amounts will not be permitted to accumulate in the Debt Service Account.

12. Intentional Acts. The Issuer shall not take an deliberate, intentional action after the date hereof to earn arbitrage profit except to the extent such action would not have caused the Bonds to be arbitrage bonds had it been reasonably expected on the date hereof.

13. No Abusive Arbitrage Device. No "abusive arbitrage device" within the meaning of Section 1.148-10 of the Regulations is used in connection with the Bonds. No action relating to the Bonds has the effect of (a) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (b) overburdening of the tax-exempt bond market.

14. Monitoring of Expenditures and Investments. The Issuer will monitor the investment of Bond proceeds to assure compliance with Section 148 of the Code, and the Issuer will consult with bond counsel periodically with regard to arbitrage issues and compliance.

15. Basis for Expectations. The facts and estimates on which the foregoing expectations are based are (a) the documents included in the "Bond Transcript" prepared for the Bond Closing, (b) all reports and recommendations of the Issuer's fiscal consultant relating to the improvements refinanced by the Refunded Bonds and the scheduling of payment of debt service on the Bonds, (c) all expenditures which were heretofore made by the Issuer from proceeds of the Refunded Bonds and (d) such other facts and estimates, if any, as may be set forth in an Exhibit A attached hereto.

16. Familiarity; Conclusion. We are generally familiar with the requirements of the Regulations, and nothing has been called to our attention to cause us to believe that the proceeds of the Bonds will be used in a manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code.

17. No Other Facts. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances which would materially change the foregoing facts and conclusions.

Dated: November 15, 2017.

CITY OF MAYER, MINNESOTA

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

CERTIFICATE OF MUNICIPAL ADVISOR

[TO BE REVISED UPON SALE]

The undersigned, being duly authorized to execute this Certificate on behalf of Ehlers & Associates, Inc., in Roseville, Minnesota (the "Municipal Advisor"), DOES HEREBY CERTIFY:

1. We have served as the Municipal Advisor in connection with the sale of \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A (the "Bonds") of the City of Mayer, Minnesota (the "Issuer"), dated November 15, 2017.

2. The information set forth in the resolution of the governing body of the Issuer, adopted on October 23, 2017, providing for the issuance of the Bonds, is true and correct in all respects.

3. Bond proceeds, together with certain other available funds of the Issuer, will be used to current refund the \$4,820,000 original principal amount of General Obligation Sewer and Water Revenue Refunding Bonds, Series 2007A, dated May 16, 2007 (the "Prior Bonds"), which mature or are subject to mandatory redemption on and after December 1, 2018, and are callable on December 1, 2017, in the principal amount of \$2,880,000.

4. We have examined the Nonarbitrage Certificate of even date herewith and hereby certify that we furnished the Issuer the information on which the Certificate has been based, that such information is to the best of our knowledge true and correct in all respects and that no matters have come to our attention which make unreasonable or incorrect the representations made in the Nonarbitrage Certificate.

5. We hereby certify that the following information is true and correct and is furnished for the exclusive purpose of completing Form 8038-G, Information Return for Tax-Exempt Governmental Obligations ("Form 8038-G"), for the Bonds issued by the Issuer:

(a) the Issuer's federal employer identification number (EIN) is: 41-1444213;

(b) the weighted average maturity based on the issue price of each maturity of the Bonds and from their date of issue (not based on the face amount of the bonds or from their dated date) is \_\_\_\_ years;

(c) the remaining weighted average maturity of the Prior Bonds to be refunded by the Bonds is \_\_\_\_ years from the issue date of the Bonds to the stated maturity dates of the Prior Bonds to be refunded; and

(d) the yield on the Bonds to maturity, based on the information supplied by the original purchaser of the Bonds in the Issue Price Certificate is \_\_\_\_\_%.

Dated: November 15, 2017.

EHLERS & ASSOCIATES, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

CERTIFICATE OF BOND REGISTRAR AND AUTHENTICATING AGENT

I, \_\_\_\_\_, do hereby certify that I am \_\_\_\_\_, duly appointed and acting as such, of Bond Trust Services Corporation, located in the City of Roseville, Minnesota (the "Bond Registrar") and that.

A. Pursuant to authorization by, and direction of, the City of Mayer, Minnesota, (the "City") certain of the authorized officers listed on the attached Exhibit A have on this day authenticated each of the \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A (the "Bonds"), being in fully registered form in denominations equal to the total principal amount of the Bonds due on the specified maturity dates therefor and bearing the numbers of R-1 and upward; and have caused each Bond to be registered in the name of a "person" as defined in Section 1-201 of the Uniform Commercial Code, all in accordance with the provisions of the resolution adopted by the City Council on October 23, 2017 (the "Resolution").

B. The authorized officers who have signed the bonds have been duly authorized to sign said bonds on behalf of the Bond Registrar acting as authenticating agent.

C. To the best of our knowledge the provisions of any bond registrar's agreement to be entered into between the City and the Bond Registrar will not conflict with the provisions of the Resolution with respect to the duties and responsibilities of the Bond Registrar set forth therein.

D. The CUSIP (Committee of Uniform Securities Identification Procedure) number of the bonds of the above referenced issue with the latest maturity is \_\_\_\_\_.

Dated: November 15, 2017.

BOND TRUST SERVICES CORPORATION

By \_\_\_\_\_

## CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Disclosure Undertaking") is executed and delivered by the City of Mayer, Minnesota (the "Issuer"), in connection with the issuance of its \$2,960,000 General Obligation Sewer and Water Revenue Refunding Bonds, Series 2017A (the "Bonds"). The Bonds are being issued pursuant to a Resolution adopted on October 23, 2017 (the "Resolution"). Pursuant to the Resolution and this Undertaking, the Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Issuer for the benefit of the Owners and in order to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any annual financial information provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

"Audited Financial Statements" shall mean the financial statements of the Issuer audited annually by an independent certified public accounting firm, prepared pursuant to generally accepted accounting principles promulgated by the Financial Accounting Standards Board, modified by governmental accounting standards promulgated by the Government Accounting Standards Board.

"Dissemination Agent" shall mean such party from time to time designated in writing by the Issuer to act as information dissemination agent and which has filed with the Issuer a written acceptance of such designation.

"Fiscal Year" shall be the fiscal year of the Issuer.

"Governing Body" shall, with respect to the Bonds, have the meaning given that term in Minnesota Statutes, Section 475.51, Subdivision 9.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Occurrence(s)" shall mean any of the events listed in Section 4 of this Disclosure Undertaking.

"Official Statement" shall be the Official Statement dated \_\_\_\_\_, 2017, prepared in connection with the Bonds.

"Owners" shall mean the registered holders and, if not the same, the beneficial owners of any Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Resolution" shall mean the resolution or resolutions adopted by the Governing Body of the Issuer providing for, and authorizing the issuance of, the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time or interpreted by the Securities and Exchange Commission.

SECTION 3. Provision of Annual Reports. Beginning in connection with the Fiscal Year ending on December 31, 2017, the Issuer shall, or shall cause the Dissemination Agent to provide, at least annually to the MSRB, by filing at [www.emma.msrb.org](http://www.emma.msrb.org), together with such identifying information as prescribed by the MSRB, its Audited Financial Statements for the most recent Fiscal Year, which is the only financial information or operating data which is customarily prepared by the Issuer and publicly available, by not later than December 31, 2018, and by December 31 of each year thereafter.

SECTION 4. Reporting of Significant Events. This Section 4 shall govern the giving of notices of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Whenever an event listed above has occurred, the Issuer shall promptly, which may not be in excess of the ten (10) business days after the Occurrence, file a notice of such Occurrence with the MSRB, by filing at [www.emma.msrb.org](http://www.emma.msrb.org), together with such identifying information as prescribed by the MSRB.

SECTION 5. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 6. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, if (a) a change in law or change in the ordinary business or operation of the Issuer has occurred, (b) such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, and (c) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver would not materially impair the interests of Owners.

SECTION 8. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of an Occurrence, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of an Occurrence in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of an Occurrence.

SECTION 9. Default. In the event of a failure of the Issuer to provide information required by this Disclosure Undertaking, any Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations to provide information under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

SECTION 10. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriters and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 11. Reserved Rights. The Issuer reserves the right to discontinue providing any information required under the Rule if a final determination should be made by a court of competent jurisdiction that the Rule is invalid or otherwise unlawful or, subject to the provisions of Section 7 hereof, to modify the undertaking under this Disclosure Undertaking if the Issuer determines that such modification is required by the Rule or by a court of competent jurisdiction.

Dated: November 15, 2017.

CITY OF MAYER, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

\$2,960,000  
GENERAL OBLIGATION SEWER AND WATER  
REFUNDING BONDS, SERIES 2017A  
CITY OF MAYER  
CARVER COUNTY  
MINNESOTA

We have acted as bond counsel in connection with the issuance by the City of Mayer, Carver County, Minnesota (the "Issuer"), of its \$2,960,000 General Obligation Sewer and Water Refunding Bonds, Series 2017A, bearing a date of original issue of November 15, 2017 (the "Bonds"). We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds, and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and federal laws (which excludes any pending legislation which may have a retroactive effect on or before the date hereof), regulations, rulings and decisions, it is our opinion that:

(1) The proceedings show lawful authority for the issuance of the Bonds according to their terms under the Constitution and laws of the State of Minnesota now in force.

(2) The Bonds are valid and binding general obligations of the Issuer and all of the taxable property within the Issuer's jurisdiction is subject to the levy of an ad valorem tax to pay the same without limitation as to rate or amount; provided that the enforceability (but not the validity) of the Bonds and the pledge of taxes for the payment of the principal and interest thereon is subject to the exercise of judicial discretion in accordance with general principles of equity, to the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

(3) At the time of the issuance and delivery of the Bonds to the original purchaser, the interest on the Bonds is excluded from gross income for United States income tax purposes and is excluded, to the same extent, from both gross income and taxable net income for State of Minnesota income tax purposes (other than Minnesota franchise taxes measured by income and imposed on corporations and financial institutions), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations or the Minnesota alternative minimum tax applicable to individuals, estates or trusts; it should be noted, however, that for the purpose of computing the federal alternative minimum tax imposed on corporations, such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes and from both gross income and taxable net income for State of Minnesota income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income and taxable net income retroactive to the date of issuance of the Bonds.

We express no opinion regarding other state or federal tax consequences caused by the receipt or accrual of interest on the Bonds or arising with respect to ownership of the Bonds.

Dated at Minneapolis, Minnesota this 15th day of November, 2017.

Professional Association



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

August 7, 2017

City of Mayer  
Attn: Rick Almich  
413 Bluejay Ave.  
Mayer, MN 55360

Re: Proposal – City of Mayer Comprehensive Plan

Dear Rick:

As requested, we have prepared a fee estimate for the sanitary sewer, water supply, transportation, and storm water management portions of the City's Comprehensive Plan Update. All elements will fulfill the requirements of the Metropolitan Council and provide guidance for future decisions affecting sanitary sewer, water supply, transportation, and storm water infrastructure. Based on our understanding of the scope, we anticipate the following tasks:

PROJECT COORDINATION AND PUBLIC INVOLVEMENT (ESTIMATED FEES INCLUDED BELOW)

- All portions of the plan will be coordinated with City Staff to ensure that the plan is compatible with the proposed Land Use Plan.
- The plans will be presented to the City Council and Comprehensive Plan Task Force (2 meetings).
- Bolton & Menk will prepare and administer the study schedules and maintain on-going communication with the City.
- It is our understanding that our elements of the plan will be incorporated directly into the Comprehensive Plan and will not be separate documents.

SANITARY SEWER SYSTEM ANALYSIS (ESTIMATED FEE, \$7,500)

- Bolton & Menk will evaluate the adequacy of the existing sanitary sewer system including condition and capacity.
- Bolton & Menk will compile information from past planning efforts. This information will be evaluated to determine if it is compatible with the City's proposed Land Use Plan.
- Using the existing contour information from Carver County, sanitary sewer service areas will be established. Based on the City's land use plan, sanitary sewer flow projections will be developed.
- Existing and future sanitary sewer flows will be determined so a trunk sanitary sewer system can be developed to serve the proposed Land Use Planning Area. Sizing for new infrastructure will be established with consideration for growth beyond the planning period. Necessary improvements to the existing system will be identified along with areas that cannot be served by gravity sewer. The City's sanitary sewer map will be updated to include proposed trunk lines to serve the proposed Land Use Planning Area.
- Bolton & Menk will provide input on potential land use planning scenarios as they relate to improvements to the sanitary sewer system.

- Goals and policies for the sanitary sewer system will be established with input from the City Staff and Council.
- Bolton & Menk will provide recommendations for system improvements along with cost estimates.

#### WATER SUPPLY SYSTEM ANALYSIS (ESTIMATED FEE, \$7,500)

- Bolton & Menk will evaluate the adequacy of the existing system including water sources, treatment, and storage.
- Bolton & Menk will compile existing information to evaluate its compatibility with the City's current land use plan.
- Water supply modeling will be completed based on the proposed Land Use Plan to guide the expansion of the City's trunk distribution system.
- Based on the system evaluation and water supply modeling, needed improvements to the existing system will be identified along with needed improvements. The City's water map will be updated to include proposed trunk lines to serve the proposed Land Use Planning Area.
- Bolton & Menk will provide input on potential land use planning scenarios as they relate to improvements to the water supply system.
- Goals and policies for water supply will be established with input from City Staff and Council.
- Bolton & Menk will provide recommendations for system improvements along with cost estimates.

#### TRANSPORTATION SYSTEM ANALYSIS (ESTIMATED FEE, \$10,400)

- Bolton & Menk will review and update transportation goals and objectives, which assumes that major revisions to the current plan are not necessary.
- We Develop a Roadway System Plan utilizing information from previous plans, public involvement, city input, and consultant review to identify transportation system issues and needs.

##### Existing Roadway Conditions - Develop information and mapping on the existing network:

- Map existing functional classification.
- Map existing number of lanes on A-minor arterial roadways.
- Map current traffic volumes including heavy commercial volumes.
- Map existing railroads and significant freight facilities/nodes.
- Identify roadway issues that affect freight transport (i.e., weight restricted roads, bridges with insufficient clearances, intersections with inadequate turning radii for trucks, etc.).
- Review 5-year crash history for arterial and collector roadways using MnDOT's Crash Mapping Analysis Tool. Identify areas with high crash frequency.

##### Traffic Projections - Address projected traffic demand:

- Describe 2040 TAZ allocation of population, households, and employment to Metropolitan Council control totals.
- Produce traffic projections in coordination with the County and Metropolitan Council.
- Map forecasted 2040 roadway volumes provided by the County.

##### Roadway System Plan - Create a roadway system plan that includes the following elements:

- Summarize recommendations from any recent relevant transportation or corridor studies.
- Map future number of lanes on A-minor arterials.

City of Mayer  
August 7, 2017

- Identify future right-of-way preservation needs.
  - Incorporate access management guidelines of MnDOT and/or Hennepin County.
  - Identify any proposed functional classification changes and map future functional classification.
  - Document potential jurisdictional transfer discussions, which assumes no detailed jurisdictional transfer analysis.
- We will produce a plan for non-motorized (bicycle and pedestrian) improvements that includes the following:
    - Map existing and planned on-road and off-road bicycle facilities in the City.
    - Map existing and planned pedestrian facilities in the City.
    - Analyze and address the need for local bicycle and pedestrian facility improvements to provide connections that remove major physical barriers on the regional and local networks, including the Regional Bicycle Transportation Network.
  - To the extent applicable, we will produce a plan for transit improvements that identifies existing and potential future transit improvements.
  - To the extent applicable, we will describe any aviation related impacts.
  - An Implementation Plan will be developed to identify short, mid, and long-term improvement priorities.
  - Identify implementation tools, such as, access management, right-of-way preservation, funding sources, etc.

#### STORM WATER MANAGEMENT (ESTIMATED FEE, \$7,900)

- Bolton & Menk will evaluate progress towards implementing the current plan and identify issues/barriers to implementation.
- We will include projects identified in the WMO Project List that are within the city limits along with other projects identified by the City.
- A map of flood prone areas will be developed.
- A map of untreated areas/watersheds within the city will be developed. Project lists will include projects to address storm water management in these areas.

Based on the above-mentioned scope of services estimated a total fee of **\$33,300**. As always, we will work with the City Staff and Council throughout the projects to ensure that our scope of services is consistent with your expectations. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

**Bolton & Menk, Inc.**



**David P. Martini, P.E.**  
Principal Engineer



**BOLTON  
& MENK**

Real People. Real Solutions.

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Suite 200  
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Bolton-Menk.com

August 15, 2017

City of Mayer  
Attn: Rick Almich  
413 Bluejay Ave.  
Mayer, MN 55360

RE: Water System Capital Improvements Study

Dear Rick:

As requested, we have developed a proposal for conducting a Water System Capital Improvements Study for the City of Mayer. Based on our understanding of the project, we anticipate the following scope of work.

### **Scope of Work**

#### **Task 1 – Data Collection, Review and Project Management**

- Bolton & Menk will meet with key City staff. We will discuss the project schedule and review goals and objectives of the project. We will also request information from the City. A summary of this information is listed below.
  - Water quality data (testing results) including both raw and finished water quality.
  - Current and future budget information including debt service for the water system and maintenance costs.

#### **Task 2 – Water Treatment Facilities Site Visit**

- A one day site visit will be scheduled to visit the water treatment facilities.
- The appropriate City staff should be available for part of this site visit so we can determine future needs and maintenance concerns.
- Develop list of needs.

#### **Task 3 – Capital Improvement Plan**

- Develop a 20-year plan for future capital improvements that will include the water treatment facilities, wells, and the water tower. Items will include cost opinions for future rate planning. The plan will include major equipment items but not future expansions beyond the existing facilities footprint.

#### **Task 4 – Report Preparation and Submittal**

- Provide analysis of wells, treatment, and storage for current conditions and future maintenance/replacement needs.
- Recommend capital improvement project phasing based on City input, including a list of likely improvements over the next 20 years.

- Present Water System Capital Improvements Study report, including recommendations to the City and attend Council Workshop.

**Documents to be Provided by the City**

Below is a list of the information that we understand will be provided by the City to assist in our completion of this project:

- Water use data for the past 5 years.
- Water quality data (testing results) including both raw and finished water quality.
- Existing well information.
- Programmed improvements to water system and existing maintenance costs.

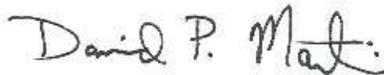
**Estimate of Fees**

The proposed fee to complete the Water System Capital Improvements Study, based on the tasks outlined above, is \$14,500.

Please let me know if you have questions or need additional information.

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in black ink that reads "David P. Martini". The signature is written in a cursive, slightly slanted style.

David P. Martini, P.E.  
Principal Engineer